



Telecom Order CRTC 2023-133

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Ottawa, 9 May 2023

Public records: 8740-B38-202104686, 8740-R28-202104636, 8740-T66-202104876 and 8740-S22-202104610

Wholesale mobile virtual network operator (MVNO) access tariffs – Amended terms and conditions

Summary

The Commission is making a number of determinations as to whether Bell Mobility Inc., Rogers Communications Canada Inc., Saskatchewan Telecommunications, and TELUS Communications Inc. (collectively, the incumbents), in their amended tariff notices, appropriately addressed the Commission's determinations in Telecom Decision 2022-288 and Telecom Regulatory Policy 2021-130 regarding MVNO access. The Commission is of the view that the incumbents have, in general, reasonably complied with the Commission's directives set out in Telecom Decision 2022-288, but that some changes are required to be consistent with the Commission's mobile virtual network operator access policy framework, pursuant to Telecom Regulatory Policy 2021-130 and Telecom Decision 2022-288.

The Commission reminds the incumbents that, pursuant to Telecom Decision 2022-288, the Commission directed the following:

- Incumbents must have the service operational and ready for use no later than **30 days** following the date the tariffs are finalized (i.e., **8 June 2023**).
- Seamless hand-off functionality must be in place within **90 days** following the date the tariffs are finalized (i.e., **7 August 2023**).

Parties should have executed agreements in place within **90 days** of the date of this order approving the final tariffs (i.e. **7 August 2023**). If this time frame is not met, the Commission will consider using all the tools at its disposal to ensure compliance with its framework.

The Commission **approves with changes** the incumbents' proposed tariffs, effective the date of this order, and **directs** them to issue their final tariff pages¹ by **19 May 2023**, according to these determinations.

¹ Revised tariff pages can be submitted to the Commission without a description page or a request for approval; a tariff application is not required.

Introduction

1. In this order, the Commission finalizes the wholesale mobile virtual network operator (MVNO) access tariff notices (TNs) of Bell Mobility Inc. (Bell Mobility), Rogers Communications Canada Inc. (RCCI), Saskatchewan Telecommunications (SaskTel), and TELUS Communications Inc. (TCI) [collectively, the incumbents], filed pursuant to Telecom Decision 2022-288 and Telecom Regulatory Policy 2021-130.
2. In Telecom Regulatory Policy 2021-130, the Commission decided to create a targeted wholesale MVNO access service that would be available to existing facilities-based regional carriers for a temporary period.²
3. An MVNO is a reseller of wireless services that gains permanent use of a host carrier's network to offer service to end-users. The MVNO typically pays the host carrier a wholesale rate per call, text, and gigabyte (GB), and rates for other functionalities. Many types of MVNOs can exist; some own parts of their own networks and only use the radio access network (RAN)³ of a host carrier, while others are pure resellers with no network facilities of their own.
4. The obligation to provide the service applies to the national wireless carriers (i.e., Bell Mobility, RCCI, and TCI) in all tier 4 areas across Canada, with two exceptions: it applies exclusively to SaskTel in the tier 4 areas of Saskatchewan and to Bell Mobility in the tier 4 areas in the three territories.
5. The Commission determined that mandated facilities-based wholesale MVNO access service terms and conditions for the service are to be set on an *ex ante* basis and set out in a tariff. Incumbents were to file proposed terms and conditions for a facilities-based wholesale MVNO access service within 90 days of the date of Telecom Regulatory Policy 2021-130 using the existing wholesale roaming service tariffs as the baseline and making any necessary modifications. As with wholesale roaming, these were to include a condition whereby subscribers of MVNOs operating on a regional wireless carrier's network can access the host carrier's network on the same terms as those of the regional wireless carrier.
6. Rates for wholesale MVNO access are not in the tariff, but rather are to be commercially negotiated between parties, with final offer arbitration by the

² The service will be mandated for a period of seven years from the date the tariff terms and conditions are finalized, and will be phased out upon the end of that time period. In its determinations, the Commission indicated that any delays incurred due to prolonged regulatory processes or implementation of the service may result in additional time being added to the phase-out period. In order to be eligible to use the service, a wireless carrier must possess a spectrum licence at the tier 4 level or higher in a given tier 4 area. The national wireless carriers and their affiliates are not eligible to use the service. The service is available to an eligible wireless carrier in any tier 4 area where it has mobile wireless spectrum at the tier 4 level or higher. This includes tier 4 areas where a regional wireless carrier already has partial coverage and tier 4 areas it has yet to enter.

³ A RAN consists of mobile wireless spectrum, towers, sites, and related on-site facilities and equipment.

Commission as a recourse if negotiations fail. Parties may enter into off-tariff agreements if they so choose. Any such agreement must be filed with the Commission upon completion for information purposes.

7. In compliance with Telecom Regulatory Policy 2021-130, the incumbents filed proposed tariffs on 14 July 2021.⁴
8. In Telecom Decision 2022-288, the Commission (i) issued determinations with respect to issues raised by the incumbents' proposed wholesale MVNO access tariffs and (ii) directed the incumbents to make changes, for Commission approval, to the proposed terms and conditions according to these determinations and file revised tariffs within 30 days of the date of the decision.
9. Subsequently, the incumbents filed with the Commission for approval their revisions, which are the subject of the present order, to the proposed wholesale MVNO access tariffs.^{5,6}
10. The Commission received interventions from Bragg Communications Incorporated, carrying on business as Eastlink (Eastlink), Cogeco Communications inc. (Cogeco), the Independent Telecommunications Providers Association (ITPA), and Quebecor Media Inc., on behalf of Videotron Ltd. (Videotron).
11. The record of the proceeding closed on 21 February 2023.
12. This order does not relate to Bell Mobility, RCCI, and TCI's wholesale roaming tariffs to provision seamless roaming and 5G service.

Issues

13. The Commission has identified the following issues to be addressed in this order:

Eligibility

- TCI's amendment to its definition of the term "eligible spectrum" with respect to encumbered spectrum licences
- Interpretation of local telephone licence area eligibility by Bell Mobility, the ITPA, and RCCI

⁴ See Bell Mobility TN 6, RCCI TN 72, which also included its provisions for seamless roaming, SaskTel TN 372, and TCI TN 563.

⁵ See Bell Mobility TN 6A, amended by Bell Mobility TN 6B, RCCI TN 72C, SaskTel TN 372A, amended by SaskTel TN 372B, and TCI TN 563A.

⁶ References to the record in this order are in relation to the amended TNs, interventions and replies relating thereto, as opposed to the record of these initial tariff notices filed following Telecom Regulatory Policy 2021-130, except where otherwise noted.

- GSMA [Global System for Mobile Communications Association] membership requirement in incumbents' tariffs for MVNO access service

Restrictions

- Device restrictions

Technical issues

- Access to TCI's technical specifications by the regional wireless carriers
- Changes to TCI's home network affecting the MVNO access service
- Reference to roaming in Bell Mobility's definition of the term "end-user"
- Bell Mobility's representation of the MVNO access area as an extension of the regional wireless carrier's home network
- Inclusion of all network generations (3G, 4G/long-term evolution, 5G) in incumbents' tariffs
- Implementation of seamless hand-off
- Regional wireless carriers' concern over exclusion of the availability of direct interconnection in incumbents' tariffs
- Location Area Codes (LAC) and Tracking Area Codes (TAC)

Contractual issues

- Forecasting provisions
- Wind-down provisions
- Permanent roaming provisions
- Quality of service provisions
- Turn-down provisions
- Trademark and trade name provisions
- Reseller provisions
- TCI's Third Party International Mobile Subscriber Identity provision
- Lawful interception

Other issues

- Conditions for MVNO access service for subordinated spectrum licensees
- Requirement to register as a “full MVNO”
- Restrictions regarding the resale of resold service

Eligibility

TCI’s amendment to its definition of the term “eligible spectrum” with respect to encumbered spectrum licences

Positions of parties

14. In tariff item 235.2, part of TCI’s definition of the term “eligible spectrum” states: “[...] spectrum licences must be held in good standing **and available for the Eligible Customer to provide commercial retail wireless services at the time that the MVNO Wholesale Access Service is provided.**” [emphasis added in bold]
15. Videotron submitted that the definition did not comply with the Commission’s direction in Telecom Decision 2022-288, where it directed TCI to remove the requirement from its tariff that licences at a tier 4 level or higher must be unencumbered **and available to provide commercial retail wireless services** [emphasis added in bold]. Given this, Videotron submitted that the following segment from TCI’s tariff should be removed: “[...] and available for the Eligible Customer to provide commercial retail wireless services at the time that the MVNO Wholesale Access Service is provided.”
16. In its reply, TCI confirmed that it inadvertently failed to remove the words “available to provide commercial retail wireless services” from its definition of the term “eligible spectrum.” Accordingly, TCI agreed to remove this clause in item 235.2 of its tariff and proposed wording consistent with the changes suggested by Videotron.

Commission’s analysis

17. The Commission is of the view that TCI’s definition of the term “eligible spectrum” is not appropriate as it may exclude an eligible tier 4 area with unencumbered spectrum, even if some parts of the tier 4 area are subject to encumbered spectrum.
18. The Commission finds that TCI’s suggested definition of the term “eligible spectrum” in its reply is in line with the Commission’s direction in Telecom Decision 2022-288.

19. In light of the above, the Commission **directs** TCI to update its definition of the term “eligible spectrum,” pursuant to the modification that it has suggested in response to Videotron’s intervention.

Interpretation of local telephone licence area eligibility by Bell Mobility, the ITPA, and RCCI

Positions of parties

20. The ITPA submitted that Bell Mobility’s definition of the term “eligible region” in tariff item 101.1(a)(13) is limited to the local telephone (TEL) licence area and not the corresponding tier 4 area in which the TEL licence can be found, and that this reference should be corrected.
21. Furthermore, the ITPA submitted that its understanding is that if any of its members is registered as a wireless carrier, has not subordinated its TEL licence spectrum, and is offering cellular services somewhere in Canada, then it is eligible for MVNO wholesale services in at least one tier 4 area in which the TEL licence is found.
22. The ITPA proposed that Bell Mobility’s final MVNO access tariff must specify that since a TEL licence area may be found crossing two or more tier 4 areas, such a condition allows the eligible customer to request MVNO access services in all tier 4 areas where the TEL licence appears, regardless of the percentage coverage of the tier 4 area in question.
23. Also, the ITPA submitted that the words “but not necessarily” be added after the word “generally” to the definition of the term “TEL licence area”⁷ in Bell Mobility’s tariff item 101.1(a)(34). The ITPA added that it expects that the MVNO decision allows its members to obtain MVNO access services in any tier 4 area, whether in part or in whole, where its TEL licence can be found and not just where its small incumbent local exchange carrier wireline exchanges can be found.
24. Lastly, in response to RCCI’s use of the term “Tier 4 or Larger Commercial Mobile Spectrum Licence,” the ITPA expressed concern that the term could be misleading since it only refers to a tier 4 or larger spectrum licence. It further explained that as per the Telecom Decision 2022-288, TEL-area licences are also eligible spectrum licences and such a licence can be much smaller than a tier 4 area. As a result, the ITPA suggested that RCCI reword the term “Tier 4 or Larger Commercial Mobile Spectrum Licence” to “Eligible Spectrum” or “Eligible Region.”
25. In its reply, RCCI submitted that its usage of “Tier 4 or Larger Commercial Mobile Spectrum Licence” is intended to include TEL-area licences as well. However, it agreed with the ITPA that further clarification would ensure the name and the definition are clearly understood. Therefore, RCCI proposed re-wording its tariff

⁷ See Bell Mobility TN 6A item 101.1(a)(34).

pages such that the term and references for “Tier 4 or Larger Commercial Mobile Spectrum Licence” are changed to “Eligible Spectrum Licence.”

Commission’s analysis

Bell Mobility’s definition of the term “eligible areas” and scope of TEL licences

26. The Commission is of the view that Bell Mobility’s definition of the term “eligible areas,” as it relates to TEL licences, limiting eligibility to the TEL licence area, and not the corresponding tier 4 area in which the TEL licence can be found, is appropriate.
27. The ITPA’s submission that Telecom Decision 2022-288 allows a holder of a TEL licence to have MVNO access in the tier 4 area, in which the TEL licence is found, is incorrect in the Commission’s view. In Telecom Decision 2022-288, the Commission determined that holders of TEL licences, regardless of whether they cover an entire tier 4 area, qualify for eligibility in the corresponding coverage area.⁸ This makes it clear that TEL licence holders qualify for MVNO access only in areas where they have the TEL licence, regardless of whether they cover an entire tier 4 area.
28. In addition, the Commission took into consideration the discrepancy between the boundaries of the TEL licence areas, the tier 4 areas, and the resulting administrative burden on the part of the incumbents if they were to provide coverage on the basis of TEL licence areas in parallel to tier 4 areas. This is evident in Telecom Decision 2022-288, where the Commission stated that TEL licence areas are also mapped by Innovation, Science and Economic Development Canada (ISED), so it would be relatively straightforward for the incumbents to discern their geographic boundaries. This indicates that the eligible area will be the TEL licence area only, and not the entire tier 4 area. In this regard, Bell Mobility’s definition of the term “eligible region” in its tariff item 101.1(a)(13), limiting eligibility to TEL licence areas only, and not to the entire tier 4 area, is consistent with the Commission’s determination in Telecom Decision 2022-288. As such, no further changes are needed to Bell Mobility’s tariff in this respect.
29. Furthermore, with respect to the point raised by the ITPA regarding TEL licences covering two or more tier 4 areas, the Commission’s determination on MVNO access eligibility to a TEL licence area only still applies.
30. Also, in Telecom Regulatory Policy 2021-130, the Commission specified that the intent of the MVNO access regime is to allow regional wireless carriers to offer service where they have spectrum coverage but haven’t yet built infrastructure. The ITPA’s interpretation would be counter to that intent, as it would grant MVNO access in areas where a regional carrier does not have spectrum coverage.

⁸ See para. 69/506 of Telecom Decision 2022-288.

31. In light of the above, the Commission considers that no modification is necessary to Bell Mobility's tariff in this matter.

Bell Mobility's definition of the term "TEL licence area"

32. Bell Mobility's tariff item 101.1(a)(34) defines the term "TEL licence area" as: "the legacy Local Telephone spectrum licence areas previously established by [ISED] generally corresponding to the historic wireline service areas of telephone companies, comprising approximately 66 separate areas across British Columbia, Ontario, and Quebec."
33. Bell Mobility's definition of the term "TEL licence area" follows ISED's description of TEL areas as "historical wireline service areas of local telephone companies." Furthermore, Bell Mobility's addition of "generally" to its definition of the term "TEL licence area" does imply "not always," and as such, fulfills the ITPA's submission for adding "but not necessarily" after "generally" to Bell Mobility's definition of the term "TEL licence area."
34. In light of the above, the Commission considers that no modification is necessary to Bell Mobility's tariff in this matter.

RCCI's tariff

35. In response to the ITPA's intervention regarding RCCI's use of "Tier 4 or Larger Commercial Mobile Spectrum Licence" to refer to eligible spectrum, RCCI proposed to reword its tariff pages so that the definition and references to "Tier 4 or Larger Commercial Mobile Spectrum Licence" are changed to "Eligible Spectrum Licence."
36. The Commission is of the view that RCCI's proposal would eliminate any confusion regarding the eligibility of TEL licence as eligible spectrum.
37. In light of the above, the Commission **directs** RCCI to (i) replace its definition of the term "Tier 4 or Larger Commercial Mobile Spectrum Licence" with "Eligible Spectrum Licence" and (ii) update all associated references.

GSMA [Global System for Mobile Communications Association] membership requirement in incumbents' tariffs for MVNO access service

Positions of parties

38. Bell Mobility defined an eligible MVNO Customer as a full member of the GSMA. RCCI specified that in order to obtain MVNO access service, a potential MVNO Customer should be a member of the GSMA. SaskTel's proposed tariff requires an MVNO Customer to be a "Full-MVNO" and defines Full-MVNO as a full member of the GSMA, among other things. TCI did not include GSMA membership as a requirement to obtain MVNO access service in its proposed tariffs.

39. The ITPA objected to GSMA membership being included as an eligibility criterion in the MVNO access service tariffs by Bell Mobility and RCCI. It submitted that this requirement is not in TCI's proposed tariff, and therefore cannot be an industry requirement. The ITPA proposed that the requirement be deleted from Bell Mobility and RCCI's tariffs.
40. In their replies, Bell Mobility and RCCI argued that this requirement is consistent with their definition of the term "wholesale roaming customer," in their respective wholesale roaming tariffs, which have been approved by the Commission. RCCI submitted that consistency between these two tariffs is crucial for the proper interaction of these services.

Commission's analysis

41. In Telecom Regulatory Policy 2021-130, the Commission summarized the eligibility criteria and the conditions under which a potential MVNO customer could obtain MVNO access service. The Commission did not specify GSMA membership as an eligibility requirement. Therefore, requiring GSMA membership tacitly adds an eligibility criterion which the Commission did not expressly require in its previous determinations about the MVNO access service.
42. Although most regional wireless carriers have GSMA membership, this requirement nonetheless adds a potential competitive barrier. In addition, it is worth noting that GSMA membership is not an industry requirement to operate a network.
43. Accordingly, the Commission is of the view that requiring full GSMA membership in the incumbents' tariffs as a condition for MVNO access service is not appropriate.
44. In light of the above, the Commission determines that full GSMA membership is not a condition to be an eligible customer of the MVNO access service. The Commission **directs** modification of Bell Mobility's tariff item 101.1(a)(26), RCCI's item 901.1.6 g), and SaskTel's item 650.36.2 "Full MVNO" to remove the mandatory condition of full GSMA membership.

Restrictions

Device restrictions

Positions of parties

45. Cogeco objected to Bell Mobility's definition of the term "end-user" in that the definition limits the service to wireless phone and tablet devices and does not

include the use of wearable devices. In reply, Bell Mobility modified the definition to include consumer connected wearable devices.⁹

46. Cogeco also objected to TCI's restrictions on end-user devices at item 235.3A.24.c., limiting devices used for accessing the MVNO access service on the Visited Public Mobile Network (VPMN) or the Other Public Mobile Network (OPMN), to those that are able to operate on the radio frequencies supported by the MVNO Customer's public mobile network (PMN) in those exchanges where the end-users' mobile numbers are located. Cogeco submitted that the restriction would limit its ability to serve customers on bring-your-own-device plans, who have devices running on its network and use them in eligible exchanges where it may own limited spectrum that the devices may not work on.
47. In reply, TCI proposed amending the tariff as follows [changes indicated in strikethrough]:

All devices of the MVNO End-Customers, which are to be used for accessing the MVNO Wholesale Access Service on the VPMN or the OPMN, must be able to operate on the MVNO Wholesale Access Customer's PMN using the radio spectrum frequencies used by the MVNO Wholesale Access Customer's PMN ~~in the respective exchanges in which the MVNO End-Customers' mobile phone numbers are located.~~
48. Videotron objected to RCCI's tariff item 902.2.2(c), which states: "[...] and does not apply to devices similar in nature to the devices the MVNO Customer offers to their own subscribers." Videotron noted that in Telecom Decision 2022-288, the Commission directed RCCI to modify the proposed tariff item such that it does not apply to devices similar in nature to the devices the carrier offers to its own subscribers. Videotron submitted that in order to be compliant with the Commission's direction, the final phrase "MVNO Customer offers to their own subscribers" must be changed to "Rogers offers to their own subscribers." In its reply, RCCI agreed to adopt Videotron's proposed wording.

Commission's analysis

Bell Mobility's definition of the term "end-user"

49. In Bell Mobility TN 6A, Bell Mobility defined the term "end-user" such that the service would only be available for wireless phone and tablet devices. In response to Cogeco's intervention, Bell Mobility revised the definition of the term "end-user" to include "consumer connected wearable devices" in TN 6B.
50. The definition initially proposed by Bell Mobility in TN 6A is notably more restrictive than what it defines as acceptable devices that will be permitted on its mobile wireless network. The limitation would restrict the ability of MVNO

⁹ See Bell Mobility TN 6A item 101.1(a)(14).

Customers' end-users to make use of connected wearable devices and may adversely affect competition by discouraging consumers from using the service.

51. In light of the above, the Commission **directs** Bell Mobility to modify its definition of the term "end-user" as proposed in TN 6B.

RCCI's device restriction

52. With respect to RCCI's tariff item 902.2.2(c), the Commission is of the view that Videotron's proposed wording is appropriate and would align with the Commission's determinations in Telecom Decision 2022-288 that the tariff provision should not apply to devices similar in nature as those offered by RCCI to its own subscribers, and not devices similar in nature as those offered by the MVNO Customer to its subscribers. RCCI has agreed to make the change proposed by Videotron.

53. In light of the above, the Commission **directs** RCCI to modify the last sentence of tariff item 902.2.2(c) as follows [changes indicated in strikethrough and bold]:

The general intent of this Article is to address the use by MVNO Customers of complex devices, or devices that have a very distinct purpose from any of the devices offered by the MVNO Customer to its own subscribers and does not apply to devices similar in nature to the devices ~~the MVNO Customer~~ **Rogers** offers to ~~its~~ **their** own subscribers [...]

54. In addition, the Commission has concerns with RCCI's device restrictions at tariff item 902.2.2(b) which provides that "All Devices of MVNO Customer's End Users which are to be used for MVNO Access on Rogers' PMN must be able to operate on MVNO Customer's PMN using the commercial mobile radio spectrum frequencies licensed to MVNO Customer. **Rogers has the right to pre-approve all equipment used on Rogers' PMN in accordance with Rogers' standard processes**" [emphasis added in bold]. Specifically, the Commission is concerned that the stated pre-approval would, in effect, allow RCCI to unilaterally deny MVNO access service or pose an unreasonable delay in providing service given that the "standard processes" referenced is not defined.
55. In light of the above, the Commission **directs** RCCI to remove the second sentence from its tariff item 902.2.2(b).

TCI's device restrictions

56. Cogeco objected to TCI's proposed tariff wording in tariff item 235.3A.24.c., which limits MVNO access service to end-user devices that can operate on the MVNO Customer's PMN, in the exchange where the end-user's mobile number is located. The Commission considers that this restriction is unnecessary and that the limitation could restrict an MVNO Customer from serving its end-users on a bring-your-own-device plan. An end-user device that can operate on the MVNO

Customer's PMN, in certain exchanges, may be found to be ineligible in certain other exchanges.

57. Furthermore, it is unclear how TCI would enforce such a provision since an MVNO Customer's end-user may introduce their own devices into the incumbent's network, through bring-your-own-device plans. In addition, it is unclear how the MVNO Customer would support such a provision, since they may not have control over the devices end-users introduce on the network through bring-your-own-device plans. TCI accepted Cogeco's objection and proposed language in its reply that addressed Cogeco's concern.
58. In light of the above, the Commission **directs** TCI to modify the last sentence of tariff item 235.3A.24.c., as follows [changes indicated in strikethrough]:

All devices of the MVNO End-Customers, which are to be used for accessing the MVNO Wholesale Access Service on the VPMN or the OPMN, must be able to operate on the MVNO Wholesale Access Customer's PMN using the radio spectrum frequencies used by the MVNO Wholesale Access Customer's PMN ~~in the respective exchanges in which the MVNO End-Customers' mobile phone numbers are located.~~

Technical issues

Access to TCI's technical specifications by the regional wireless carriers

Positions of parties

59. The ITPA submitted that TCI's tariff items 235.3A.1.e. and 235.3A.1.f. refer to TCI's specifications. The ITPA added that it can agree to these conditions only if these TCI specifications generally conform to industry standards and that such specifications are publicly available like industry standards.
60. TCI replied that the specifications are based on GSMA standards, and it already uses these specifications in the normal course in the provision of wholesale roaming. Moreover, the Commission has already approved such language in TCI's roaming tariff, and these specifications are generally shared with its current and potential wholesale customers that have signed a non-disclosure agreement.

Commission's analysis

61. As indicated by TCI in its reply to the ITPA, the TCI specifications in its tariff items 235.3A.1.e. and 235.3A.1.f. are based on GSMA standards. Consequently, if the GSMA standards suffice, TCI's additional specifications are unnecessary. Yet, TCI has still incorporated reference to confidential TCI specifications, subject to review only through non-disclosure agreements. Therefore, the Commission is concerned that lack of ready access to these specifications would lead to important terms of the service being omitted from the tariff.

62. While it is important that the tariffs provide clear and complete information about the terms and conditions of the service, not every single condition of the service must be included within the tariff or in a document that otherwise is public, where these provisions do not limit the scope of the service. In paragraph 12 of Telecom Decision 2017-56, the Commission stated that a primary consideration in approval of the tariffs in question then was that: “[t]he terms and conditions in the tariff may incorporate by reference technical standards and complementary side-agreements (often referred to as annexes or technical agreements), as long as there is sufficient detail in the tariff for a customer to understand the service they are to receive and for the Commission to determine the appropriate cost elements.” The same principle applies in respect of the MVNO access tariffs. The Commission accepts that some elements may be incorporated by reference, be subject to negotiation (including confidential negotiation) or otherwise be forborne. In this case, however, the incorporation by reference of TCI’s specifications in its tariff items 235.3A.1.e. and 235.3A.1.f. may prevent potential customers from having ready access to necessary information in the tariff.
63. In light of the above, the Commission **directs** TCI to remove item 235.3A.1.e. and 235.3A.1.f. from its tariff.

Changes to TCI’s home network affecting the MVNO access service

Positions of parties

64. The ITPA submitted that TCI’s tariff item 235.3A.14.a. states that any modification of its PMN is entirely within its discretion and that TCI is under no obligation to address any incompatibility in technologies used by itself and the MVNO Customer. The ITPA submitted that these modifications are at TCI’s discretion, but there are certain rules attached pursuant to Telecom Decision 2022-288 that TCI needs to comply with, which must constrain this discretion.
65. TCI, in its reply, submitted that there is no further action required to address the elements of Telecom Decision 2022-288 which the ITPA has identified as constraining TCI’s discretion. TCI submitted that it has already addressed each of the elements identified by the ITPA. Notably, TCI submitted that
- the need to provide the MVNO wholesale access customer with 90 days’ written notice prior to implementing a change is included in tariff item 235.3A.15.a.; and
 - the requirement to provide the next available network generation if TCI decommissions a network generation still in use by a regional wireless carrier is set out in tariff item 235.3A.10.b.
66. In addition, TCI replied to the ITPA’s submission that the incumbents should not make changes affecting the MVNO access services terms and conditions without Commission approval, by submitting that this concept is already included in the *Telecommunications Act* (the Act) [section 24] and it is not necessary to re-state

this in each tariff submitted by a Canadian carrier, and furthermore that the Commission has previously approved similar language in Bell Mobility and RCCI's wholesale roaming tariffs.

Commission's analysis

67. The ITPA's concerns regarding TCI's tariff item 235.3A.14.a., which allows TCI to modify its PMN at its own discretion, question whether TCI complies with the Commission's direction in Telecom Decision 2022-288. The Commission is of the view that TCI's tariff meets the Commission's direction because of the following reasons.
68. In Telecom Decision 2022-288, the Commission directed TCI to amend its tariff to make it clear that in the event that it has decommissioned a network generation that is still in use by a regional wireless carrier (for instance, 3G), it must provide that regional wireless carrier with the next highest available network generation (such as 4G/LTE [long-term evolution] in the absence of a 3G network) without throttling the speed of the MVNO access service down to what TCI deems to be the equivalent of the regional wireless carrier's home network speed.
69. TCI's tariff item 235.3A.10.b. specifies that in case an MVNO Customer is utilizing a GSM-based network generation that has been decommissioned by TCI, TCI must provide the MVNO Customer with the next highest available network generation without throttling the speed of the MVNO access service down to what TCI deems to be the equivalent of the speed of the MVNO Customer's home PMN.
70. Accordingly, the Commission concludes that TCI's tariff item 235.3A.10.b. complies with the Commission's direction in Telecom Decision 2022-288.
71. In Telecom Decision 2022-288, the Commission also considered it appropriate for an incumbent to provide its MVNO Customers a minimum 90-day advance notice of network changes, or more if the incumbent gives more notice to its own customers.
72. TCI's tariff item 235.3A.15.a. states that TCI shall use all commercially reasonable efforts to provide the MVNO Customer with 90 days' written notice prior to implementing a change, and in case TCI notifies its own customers of a change more than 90 days in advance, TCI will notify the MVNO Customer at the same time.
73. Accordingly, the Commission concludes that TCI's tariff item 235.3A.15.a. complies with the Commission's direction expressed in Telecom Decision 2022-288.
74. In Telecom Decision 2022-288, the Commission stated that incumbents should not make any network changes that affect the MVNO access services without Commission approval.

75. The Commission is of the view that the concept of not making changes affecting the MVNO access service tariff terms and conditions without Commission approval is already included in the Act, and as such, it is not necessary to explicitly state it in the tariff.
76. The Commission reminds parties that the tariffs for the mandated MVNO access service set out the scope of the service that the Commission requires to foster competition so as to achieve the policy objectives stated in Telecom Regulatory Policy 2021-130. Reference to technical or other standards and specifications in the tariffs and potential complementary side agreements, and future network changes, must not alter the nature and scope of the tariffed service, without Commission approval. Parties may enter into off-tariff arrangements if they so choose. However, any such agreement must be filed with the Commission upon completion for information purposes. Accordingly, the Commission concludes that TCI's tariff fulfills the Commission's statement in Telecom Decision 2022-288.
77. In light of the above, the Commission considers that no modification is necessary to TCI's tariff in this matter.

Reference to roaming in Bell Mobility's definition of the term "end-user"

Positions of parties

78. The IPTA proposed revising Bell Mobility's definition of the term "end-user" as follows: "For greater certainty, End-users shall include (i) subject to the limitations set forth above and in section 8 of this tariff item, retail subscribers of MVNO Customer's resellers and of mobile virtual network operators hosted by the MVNO Customer and (ii) only wireless phone and tablet devices. ~~An End-user is a Roaming Customer for the purposes of the GSM Association Permanent Reference Documents.~~"¹⁰ It was of the view that if an end-user of the MVNO Customer is in an eligible tier 4 area, then that end-user is considered an extension of the MVNO Customer's own home PMN (as per Telecom Decision 2022-288) and is not roaming. It argued the aforementioned portion of the end-user definition should be removed as the technical definition of the term "roaming" as per the GSMA Permanent Reference Documents is not relevant for the purposes of the MVNO access tariff.
79. Bell Mobility replied that this provision simply specifies how the GSMA Permanent Reference Documents apply in the context of the facilities-based MVNO access service, and in particular, how the end-user that it has defined in its tariff pages is to be treated in accordance with those reference documents. Bell Mobility was of the view that this is simply a function of the Commission's decision to use the well-understood technical processes and architecture associated with wholesale roaming for purposes of providing mandated MVNO access. Bell Mobility further added that the sentence merely positions the end-user into those

¹⁰ See Bell Mobility tariff item 101.1(a)(14).

technical references as necessary, and it should not be construed as having any other usage or purpose.

Commission's analysis

80. From a technical perspective, the implementation of MVNO access service is no different from roaming, since both services are providing the same functionality, which is access to an incumbent's RAN. In this regard, the Commission considers that providing this additional clarification in terms of how the MVNO access service will be implemented from a technical standpoint does not provide the impression that the MVNO Customer's subscribers will be treated as roaming. In addition, Bell Mobility's tariff makes it clear that the reference to the end-user as a roaming customer is with respect to GSMA Permanent Reference Documents only.
81. However, Bell Mobility's reference to roaming in its definition of "end-user" should not be construed or applied in a manner inconsistent with the MVNO access service.
82. In light of the above, the Commission considers that no modification is necessary to Bell Mobility's tariff in this matter.

Bell Mobility's representation of the MVNO access area as an extension of the regional wireless carrier's home network

Positions of parties

83. In its intervention, Videotron submitted that in Telecom Decision 2022-288, the Commission determined that in an eligible geographic area, the MVNO access service is an extension of the regional competitor's home network and should be available to all end-users of the regional wireless carrier, without distinction. The Commission therefore directed the incumbents to modify their proposed tariffs accordingly. Videotron noted that it could not find any provision in Bell Mobility's tariff that reflects this, and therefore, the Commission should amend Bell Mobility's MVNO access tariff to make it compliant.
84. Bell Mobility replied that Videotron's request is not supported by any reasonable rationale, and that Videotron has not pointed to any need or benefit from such a change in Bell Mobility's tariff. It added that the Commission's direction in Telecom Decision 2022-288 addressed the issue of how MVNO access services and wholesale roaming services would coexist in an eligible geographic area, by directing that the incumbents should, in the MVNO access area, not distinguish between incidental roamers and permanent roamers.

Commission's analysis

85. With respect to Videotron's intervention, in the definition of the term "MVNO Access" in item 101.1(a)(22), Bell Mobility includes access to the company's PMN and the company's shared PMN in Eligible Regions "on a **non-incident and/or**

permanent basis” [emphasis added in bold]. Furthermore, in item 101.2(a), Bell Mobility’s service description outlines the MVNO access service as enabling **non-incidental and/or permanent use** by end-users [emphasis added in bold].

86. In Telecom Decision 2022-288, the Commission directed the incumbents to modify their tariff proposals according to the determination that in an eligible geographic area, the MVNO access service is an extension of the regional wireless carrier’s home network and should be available to all end-users of the regional wireless carrier, without distinction. In the Commission’s view, Bell Mobility’s references to non-incidental and/or permanent users are inconsistent with the Commission’s direction, as it could indicate that users are being distinguished from one another. Therefore, Bell Mobility’s references to non-incidental and/or permanent users should be removed.
87. Accordingly, the Commission **directs** Bell Mobility to make changes to its proposed wording in tariff items 101.1(a)(22) and 101.2(a), removing any reference to non-incidental and/or permanent end-users of the MVNO customer.

Inclusion of all network generations (3G, 4G/long-term evolution, 5G) in incumbents’ tariffs

Positions of parties

88. In proposed tariff item 235.2, TCI’s definition of the VPMN (i.e., TCI’s network) excludes Universal Terrestrial Radio Access Network (UTRAN), thereby excluding 3G networks from its mandated MVNO access service. Videotron raised this issue, stating that this does not comply with Telecom Decision 2022-288. Videotron noted that all other incumbents have included 3G/UTRAN in their tariffs.
89. In its response, TCI agreed to add reference to UTRAN in its definition of the VPMN.
90. Cogeco submitted that TCI should include reference to future generations in its service description of the MVNO wholesale access service, which states the following:

[...] MVNO Wholesale Access Service enables MVNO End-Customers to automatically access retail mobile voice, SMS, MMS and data services **on all available GSM-based networks, including 3G, 4G/LTE, and 5G**, as expressly set out in this Tariff when they are in the MVNO Customer Service Area. [emphasis added in bold]

91. In its reply, TCI referred Cogeco to TCI’s definition of the VPMN. When defining its own 5G network that will be used to provide the MVNO wholesale access service, TCI includes a reference to Next Generation Radio Access Network (NGRAN). TCI added that this approach is consistent with Bell Mobility’s definition of the term “Company Available PMN” which also referenced UTRAN, Evolved Universal Terrestrial Radio Access Network (EUTRAN) and NGRAN.

Furthermore, TCI noted that in Telecom Decision 2022-288, the Commission directed RCCI, SaskTel, and TCI to revise their tariffs to reflect the fact that MVNO access is to include access to all available GSM-based networks. The Commission noted that Bell Mobility's definition of GSM-based networks was more precise than those of the other incumbents, and it did not require Bell Mobility to amend its tariff. As TCI's wording reflects the same language set out in Bell Mobility's tariff in respect of 5G networks, no further changes should be required.

Commission's analysis

92. The Commission considers that the omission of UTRAN, which refers to 3G network, from TCI's tariff does not comply with Telecom Decision 2022-288. Accordingly, the Commission is satisfied with TCI's proposal to add reference to UTRAN in its definition of the VPMN, which already mentions EUTRAN, referring to 4G network, and NGRAN, referring to 5G network.
93. In light of the above, the Commission **directs** TCI to include UTRAN in its definition of the VPMN.
94. With respect to Cogeco's submission that TCI should include reference to future generations in its description of the MVNO service description, and TCI's reply thereto, the Commission is satisfied with the reference to NGRAN in TCI's definition of the VPMN. In addition, the Commission considers that TCI's proposal, to revise its tariff based on Bell Mobility's definition of GSM-based networks, which the Commission deemed more precise in Telecom Decision 2022-288, is appropriate. In this regard, the Commission is of the view that no further change is required to the MVNO service description in TCI's tariff.
95. Having said that, in Telecom Decision 2022-288, the Commission clearly stated that MVNO access is to include access to "all available GSM-based networks, including 3G, 4G/LTE, and 5G (**and any eventual future GSM-based network generations**)," [emphasis added in bold] which is the language that RCCI and SaskTel have adopted in their tariffs with respect to their service descriptions.
96. It is important that there is consistency between the incumbents' tariffs with respect to the technologies available for the MVNO access service. The exclusion of future network generations from some of the incumbents' tariffs has the potential to be confusing and could be misconstrued as restrictive when it comes to offering new technologies for MVNO access. Furthermore, the inclusion of future GSM-based network generations in all of the incumbent tariffs would be consistent with the Commission's determinations in Telecom Decision 2022-288.
97. In light of the above, the Commission **directs** Bell Mobility and TCI to revise their tariffs such that the MVNO access service includes access to future GSM-based network generations in their service descriptions, adopting similar language to SaskTel and RCCI's tariffs.

Implementation of seamless hand-off

Reference to seamless hand-off in the service description

Positions of parties

98. In its service description (item 235.1), TCI stated that the MVNO access service will enable seamless hand-off functionality in its 4G/LTE and 5G networks for MVNO wholesale access service. The ITPA requested that Bell Mobility's service description be aligned with TCI's.
99. Bell Mobility's reply stated that comparing their service description to that of TCI is unnecessary, and is likely to create confusion, given the different structure of each of their tariffs. It added that its proposed service description provides a brief, high-level description and minimizes redundancy or potential conflict with descriptions that are contained elsewhere in the tariff. Furthermore, while seamless hand-offs are not referenced in the service description, there could be no confusion as to whether it is included in the scope of the MVNO access service, given that it is defined and then described separately under its own subsection in the tariff.¹¹

Commission's analysis

100. In Telecom Decision 2022-288, the Commission directed the incumbents to include a brief service description that includes, at a minimum, who is eligible for the service, where the service will be made available, and the key features of the service. Furthermore, the Commission identified seamless hand-off as an example of a key feature of the wholesale MVNO access service.
101. In its service description, TCI stated that the MVNO access service will enable seamless hand-off functionality in its 4G/LTE and 5G networks for MVNO wholesale access service. However, Bell Mobility, RCCI, and SaskTel do not have a reference to seamless hand-off being a functionality of the wholesale MVNO access service in the service description of their tariffs.
102. In light of the above, the Commission **directs** Bell Mobility, RCCI, and SaskTel to add a reference to seamless hand-off being a functionality of the wholesale MVNO access service in the service description of their tariffs since it is a key feature of wholesale MVNO access service.

¹¹ See Bell Mobility TN 6A item 101.7(b).

Availability of seamless hand-off as a functionality of the MVNO access service upon request, and rates for seamless hand-off

Positions of parties

103. The incumbents' tariffs vary as to whether seamless hand-off is included as a functionality of the MVNO access service in the incumbents' tariffs. Specifically:
- TCI's service description indicates that TCI will make seamless hand-off available as an add-on capability of the MVNO access service, upon a customer's request. TCI adds that if seamless hand-off is requested, the rates for seamless hand-off shall also be negotiated and set out in a commercial agreement.¹²
 - Bell Mobility's tariff states that seamless hand-off is available upon request and adds that the rates for seamless hand-off are to be determined in conjunction with the MVNO access rates through commercial negotiation or, if necessary, final offer arbitration.¹³
 - RCCI has adopted the Commission's language and has stated that seamless hand-off is included as a functionality of MVNO access in its tariff.¹⁴
 - SaskTel's tariff states that it will make seamless hand-off service available by working in good faith with the MVNO Customer.¹⁵
104. Eastlink proposed that seamless hand-off be referred to as a standard feature of wholesale MVNO access service and not an add-on feature. Eastlink submitted that the national wireless carriers are attempting to classify seamless hand-off as an add-on feature of the MVNO service rather than a standard feature, contrary to the Commission's direction in Telecom Decision 2022-288. In its view, establishing seamless hand-off as a separate add-on feature with additional rates would make it more costly for regional carriers to benefit from the seamless hand-off service and provide a competitive quality of service to their end-users, thereby impacting the ability of regional carriers to compete and threatening the overall intent of the MVNO service.
105. Cogeco cited Telecom Decision 2022-288 and submitted that nowhere in the decision does the Commission instruct or allow the incumbents to establish a separate charge for seamless hand-off of the MVNO access service.
106. The ITPA submitted that it views seamless hand-off as being an integral and basic part of the MVNO service. Therefore, it suggested that it would be useful to obtain

¹² See TCI TN 563A item 235.4.

¹³ See Bell Mobility TN 6A item 101.7(b)(1).

¹⁴ See RCCI TN 72C item 902.2.4.

¹⁵ See SaskTel TN 372B item 650.36.4.18.

the Commission's clarification regarding the true meaning of its paragraph 219 in Telecom Decision 2022-288.

107. Videotron noted that Bell Mobility's tariff does not represent the Commission's determinations in paragraphs 519, 521, and 523 of Telecom Decision 2022-288 that seamless hand-off be included as a functionality of wholesale MVNO access service where the MVNO Customer identifies coverage gaps. Furthermore, rather than reflecting these determinations, TCI added a new tariff item (235.3B) for seamless hand-off service. It proposed that the provision be removed, and instead, that changes should be made to TCI's tariff to incorporate the Commission's determinations in these paragraphs regarding seamless hand-off.
108. Regarding rates for seamless hand-off, Videotron asked the Commission to reject proposals by Bell Mobility to charge rates for using the seamless hand-off service. Videotron pointed to paragraph 409 of Telecom Regulatory Policy 2021-130, where the Commission stated that seamless roaming is not a new service but an additional condition, under which the existing mandated wholesale roaming service must be offered.
109. In its reply, Bell Mobility submitted that the Commission's determinations with respect to seamless hand-off were intended to be consistent with the Commission's prior determinations in Telecom Regulatory Policy 2021-130, as clarified by Telecom Decision 2022-102, of the underlying costs associated with seamless hand-offs in the tariffed wholesale roaming rates upon implementation. In Bell Mobility's view, the Commission's focus was on mandating the national wireless carriers to make seamless roaming available in connection with the mandated wholesale roaming services, while acknowledging the possibility of fees to cover the costs of its implementation. Bell Mobility submitted that the interveners misconstrue the consistency of the Commission's approach in this regard by suggesting that the Commission's reference to seamless hand-offs as a feature of mandated wholesale MVNO access should be interpreted as a restriction on how the rates for that service can be structured between the parties in negotiations (or final offer arbitration if required). Bell Mobility stated (i) that there is no one-size-fits-all solution for seamless hand-off, (ii) that each seamless hand-off implementation must be separately assessed, and a unique solution needs to be identified, and (iii) that the costs paid by each regional wireless carrier should reflect their particular solution.
110. TCI replied that the Commission determined that rates are to be commercially negotiated according to Telecom Regulatory Policy 2021-130, including negotiation on how seamless hand-off is charged in the rates, if the MVNO desires seamless hand-off. TCI clarified that it is not seeking to recover its costs for implementing seamless hand-off twice (once through the incidental roaming tariff, should the wholesale roaming customer elect to request seamless roaming, and once via the commercially negotiated rates for MVNO wholesale access service, should the MVNO request seamless hand-off). On the contrary, once seamless hand-off (or seamless roaming, as the case may be) has been implemented between a TCI cell

site and the corresponding cell site of the wholesale customer, along with the necessary integration between the core networks, such a solution can be used for roaming or the MVNO access service for that wholesale customer. However, the incumbents must be permitted to recover their cost of implementing the seamless transition, together with the ongoing cost of operating seamless hand-off, whether through the roaming tariffs or the MVNO negotiated rates. The best way to recover costs will be on a project basis, according to the labour and materials required to implement each seamless roaming request; however, parties are free to negotiate their agreed upon rate structure.

Commission's analysis

Rates

111. In Telecom Regulatory Policy 2021-130, the Commission considered that for the MVNO access service, it would be appropriate to leave the rates to be commercially negotiated between parties, and that if negotiations fail, a party may bring the matter to the Commission for resolution by way of final offer arbitration. The Commission also acknowledged the potential increase of operational costs associated with seamless roaming, in the context of wholesale roaming service. Given that the technical implementation of seamless hand-off in the context of roaming service is the same as that for MVNO access service, the Commission considers that there is a potential increase of operational costs associated with implementation of seamless hand-off in the context of the MVNO access service as well.
112. In Telecom Decision 2022-288, the Commission did not make any determinations regarding the impact of seamless hand-off on the rates for the MVNO access service while mandating that seamless hand-off be included in the MVNO access service. As the rates for MVNO access are to be commercially negotiated and seamless hand-off must be included as a functionality of MVNO access, the Commission is of the view that it is appropriate for parties to consider the costs associated with seamless hand-off as they commercially negotiate rates for the MVNO access service.
113. In light of the above, the Commission concludes that in the context of commercial negotiations between parties for rates for the MVNO access service, this can include costs associated with the implementation of seamless hand-off as an aspect of that service. The Commission reiterates that if negotiations fail, a party may bring the matter to the Commission for resolution by way of final offer arbitration.

Availability of seamless hand-off

114. In Telecom Decision 2022-288, the Commission determined that seamless hand-off is to be included as a functionality of MVNO access and directed Bell Mobility, RCCI, and TCI to revise their tariffs accordingly. As a result, the Commission is of the view that its determination that seamless hand-off is a functionality of MVNO

access should be included in the incumbents' wholesale MVNO access tariffs. Only RCCI and SaskTel appear to reflect this currently in their proposed tariffs.

115. However, given that some interveners are concerned about the potential for additional costs to implement seamless hand-off, the Commission is of the view that it should address these concerns by allowing the MVNO customer to decide whether to implement seamless hand-off.
116. This would provide additional flexibility for both incumbents and regional wireless carriers when negotiating rates. For example, certain regional carriers may find value in negotiating a lower rate for MVNO access services without seamless hand-off if it suits their business strategy. In addition, having the choice to opt out of seamless hand-off would offer the regional wireless carriers protection from having to go into an off-tariff agreement if they choose not to implement seamless hand-off as part of the MVNO access service because of cost. The Commission clarifies that the choice to opt out does not change the default requirement that the incumbent offer seamless hand-off as a key feature included in the MVNO access service.
117. In light of the above, the Commission **directs** Bell Mobility, RCCI, SaskTel, and TCI to revise their tariffs to state that seamless hand-off functionality is included as a key feature of the MVNO access service. However, the MVNO Customer may opt out of the seamless hand-off functionality at their discretion. The Commission expects that if an MVNO Customer opts out of seamless hand-off, this will be reflected in the negotiated rate for the MVNO access service.
118. Additionally, the Commission **directs** (i) TCI to delete the wording in its service description which refers to seamless hand-off as an add-on feature for wholesale MVNO access service, and (ii) Bell Mobility to remove the characterization of seamless hand-off as available upon request from their respective tariffs.

Network borders

Positions of parties

119. The ITPA objected to TCI's definition of the term "Home Network Inner Boundary" in which TCI describes the MVNO Customer's inner boundary to be a "contiguous boundary of [...] cell sites."¹⁶ The ITPA had a similar concern with RCCI's definition of "MVNO Customer Footprint" in its tariff, where it has used the term contiguous.¹⁷ The ITPA viewed that the use of the term contiguous could be problematic and subject to misinterpretation, as some of its members' TEL licence areas may not be totally contiguous, so the provisions should be revised accordingly.

¹⁶ See TCI tariff item 235.2.

¹⁷ See RCCI TN 72C item 900.1.1.

120. In its reply to the ITPA’s concern, TCI agreed that an exception is warranted to address the unique characteristics of TEL licences, which might involve borders that are non-contiguous and proposed amending its definition of “Home Network Inner Boundary.”¹⁸
121. RCCI disagreed with the ITPA’s interpretation of its tariff item, stating that the wording was intended to mirror that in its wholesale roaming tariff, as directed by the Commission for this tariff, and is in fact identical to the definition for “Wholesale Roaming Customer” footprint in its wholesale roaming tariff.¹⁹ Furthermore, the consistency between these definitions is crucial to ensure proper interaction of the MVNO access and wholesale roaming services.

Commission’s analysis

122. RCCI and TCI’s provisions have the effect of limiting the MVNO Customers’ access to the MVNO service where there are in-footprint coverage gaps, since such gaps could have borders that are not contiguous.
123. TCI’s proposal to amend its definition of “Home Network Inner Boundary” by including a special case for TEL licence areas, which might not include a contiguous boundary, clarifies that non-contiguous TEL licence areas would still fit TCI’s definition of “Home Network Inner Boundary.” This would address the ITPA’s concern regarding TCI’s tariff. However, this is not the approach the Commission chose to follow in its analysis.
124. In Telecom Decision 2017-56, where the Commission mandated the provision of in-footprint roaming as part of the national wireless carriers’ wholesale roaming service, it indicated that there is no solid and stable boundary to a wireless network, and coverage gaps are inherent to the nature of mobile wireless services. The Commission reiterated this in Telecom Decision 2022-102, adding that in-footprint coverage gaps create a border between the regional and national wireless carriers’ mobile wireless networks, and there is a need to provide seamless hand-off when roaming along that border.
125. In past wholesale roaming decisions, the Commission has referred to borders, but did not state that these borders were or had to be contiguous. Rather, the Commission acknowledges that given the nature of mobile wireless services, there can be multiple coverage gaps within the regional wireless carrier’s coverage area

¹⁸ “Home Network Inner Boundary” shall mean the area within the HPMN, as shown on a coverage map and as agreed to by the parties, as delineated by a contiguous boundary (**or, in the case of TEL licence areas that are not contiguous, a non-contiguous boundary**) [...]. [proposed amendment in bold].

¹⁹ From RCCI’s One-Way Domestic Wireless Roaming Services Tariff: “Wholesale Roaming Customer Footprint” shall mean, at any particular time, each area within the Wholesale Roaming Customer Territory where the Wholesale Roaming Customer operates a PMN using the Radio Frequency Presence of a contiguous set of telecommunications antennae.

by the fact that there is no solid and stable boundary, and those gaps are not necessarily contiguous.

126. The Commission considers that its treatment of seamless hand-off in the context of wholesale roaming has application to the case of seamless hand-off in wholesale access. Furthermore, in Telecom Decision 2022-288, the Commission noted that in-footprint coverage gaps refer to situations where there is a gap in service within a regional wireless carrier's network. This can arise, for instance, due to degradation of a regional wireless carrier's signal strength in certain geographic pockets. In addition, the Commission stated that in the case of the MVNO access service, the boundary between the wireless network of the regional wireless carrier and the MVNO access service provider is unlikely to be stable, and it would take time for the regional wireless carrier to expand its network to fill gaps. Finally, the Commission directed the incumbents to revise their tariffs to clarify that seamless hand-off is available for use by regional wireless carriers where they have in-footprint coverage gaps within the eligible MVNO access service area. Based on the treatment of seamless hand-off in case of in-footprint coverage gaps, there is no indication in Telecom Decision 2022-288 that the Commission deemed that the regional wireless carrier's network border should be contiguous.
127. Also, in the Commission's [letter](#) denying Bell Mobility's application to review and vary Telecom Decision 2022-102, the Commission stated that there are borders and edges within a network footprint where coverage gaps exist. In addition, network boundaries do not only exist at the outermost edge of a network footprint, as this is not how networks are designed and deployed. By stating so, the Commission acknowledged that borders are not always well-defined.
128. In addition, neither Bell Mobility nor SaskTel have the tariff provision that the regional wireless carrier's inner network border should be contiguous.
129. Accordingly, the Commission is of the view that the larger concern with TCI's definition of "Home Network Inner Boundary" is that it requires a regional wireless carrier to have a contiguous home network inner border for the purposes of MVNO access. TCI's proposed amendment to address the ITPA's concern (by including a special case for TEL licence) does not address the concern that the provision otherwise fails to allow home network inner borders to be non-contiguous.
130. In light of the above, the Commission **directs** TCI to modify its definition of "Home Network Inner Boundary" (TCI's tariff item 235.2), by completely removing the term "contiguous."
131. With regard to RCCI's reply that the use of the term "contiguous" in its MVNO access tariff was intended to mirror what has been included in its wholesale roaming tariff, the Commission is of the view that seamless hand-off, from a technical standpoint, is the same whether implemented with respect to roaming or MVNO access. However, MVNO access, as a service, is still separate from roaming. Also, RCCI's usage of the term "contiguous" in its tariff has the same

meaning and impact as TCI's use of the same term, which is that the MVNO Customer's coverage footprint is to be without gaps. In this respect, the Commission is of the view that the same determination should be applied to RCCI's tariff as TCI's tariff, so that all incumbents are treated consistently with reference to this issue.

132. In light of the above, the Commission **directs** RCCI to remove the term "contiguous" from the definition of "MVNO Customer Footprint" at tariff item 900.1.1.

In-footprint coverage gaps

Positions of parties

133. Videotron submitted that Bell Mobility's tariff does not clarify that seamless hand-off is available for use by regional carriers where they have coverage gaps within the eligible MVNO access service area, as directed in Telecom Decision 2022-288.
134. Bell Mobility replied that in-footprint coverage gaps are included in the scope of the defined seamless hand-off boundary in the relevant provisions of their proposed roaming tariff that their proposed MVNO access tariff adopts by reference.

Commission's analysis

135. In Telecom Decision 2022-288, the Commission directed the incumbents to revise their tariffs to clarify that seamless hand-off is available for use by regional wireless carriers where they have in-footprint coverage gaps within the eligible MVNO access service area.
136. Bell Mobility's MVNO access service tariff²⁰ references its National Wireless Roaming Service Tariff, which in turn specifies that seamless hand-off will be provided in case of in-footprint coverage gaps.²¹ As a result, Bell Mobility's provision in its MVNO access service tariff fulfills the Commission's determinations regarding the issue of the availability of seamless hand-off within the MVNO access service area.
137. In light of the above, the Commission considers that no modification is necessary to Bell Mobility's tariff on this issue.

Technologies supported by seamless hand-off functionality

Positions of parties

138. The ITPA expressed concern regarding TCI's tariff item 235.2, which states that it enables the hand-off of an MVNO end-customer's Voice over LTE (VoLTE) calls

²⁰ See Bell Mobility TN 6A item 101.7(b)(1).

²¹ See Bell Mobility TN 5A item 100.1(a)(19).

and data sessions from the Home Public Mobile Network (HPMN) to the VPMN. As per Telecom Decision 2022-288, seamless hand-off can also apply to 5G networks as well and therefore, the ITPA submitted that TCI's tariff needs to be revised to include Voice over new radio (VoNR) calls as well.

139. In response, TCI submitted that its immediate 5G network expansion plans are for 5G-non-standalone (5G-NSA) deployments. Under this architecture, the core is an LTE core, and seamless hand-off will be done using VoLTE. TCI has not yet launched a 5G-standalone (5G-SA) network. TCI added that once it notifies its wholesale roaming and MVNO Customers that it intends to launch 5G-SA network, it will revise its tariff to include additional references to 5G.

Commission's analysis

140. In Telecom Decision 2022-288, the Commission directed the incumbents to file tariff updates reflecting the availability of direct interconnection as an option at the time of notification. In this regard, TCI's non-inclusion of VoNR calls in its tariff is in line with the Commission's direction, since TCI has not launched a 5G-SA network yet, which is a requirement for VoNR calls.
141. In light of the above, the Commission considers that no modification is necessary to TCI's tariff regarding this matter.

Sharing of vendor information

Positions of parties

142. The ITPA expressed concern over TCI's requirement in tariff item 235.3B.1.a.iv. to provide network vendor information for the implementation of seamless hand-off. This would require the MVNO Customer to provide a list of all vendors for their RAN and core network, along with a general description of the type of equipment provided by each vendor. This could be confidential and proprietary competitive information. It further noted that neither Bell Mobility nor RCCI have proposed such a requirement. If the network conforms to appropriate standards, there should be no issue and thus no requirement for TCI to obtain detailed information of the MVNO Customer's network.
143. TCI replied that the MVNO Customer's vendor information is needed to plan, design, and implement seamless hand-off to determine if there are any known or potential inter-operability issues with its vendors' equipment. If the regional wireless carriers do not share this information, it will add time and unnecessary complexity to what is already a challenging project. As part of the seamless hand-off implementation, interoperability testing also needs to be conducted, which typically requires knowing the network vendors.
144. TCI added that it routinely signs non-disclosure agreements with wholesale customers, preventing the disclosure of confidential information to a third party without prior consent. Within TCI, network vendor information provided by the

regional wireless carrier is held in confidence. TCI expects it will also be required to share the identity of its wireless network vendors with the regional wireless carrier implementing seamless hand-off, and TCI would seek the same level of reassurance of the confidential treatment of its network vendor information.

Commission's analysis

145. Telecommunications companies deploy networks differently from each other, and partner with different vendors to implement their networks. The information exchange that TCI is seeking is common in the telecommunications industry in cases where two wireless carriers have to work with each other to implement a technical solution. In this regard, TCI's request for network vendor information from the MVNO Customer for implementation of seamless hand-off is reasonable, and measures such as non-disclosure agreements are available to provide protection to the parties to the information exchange.
146. Furthermore, SaskTel has a provision in its MVNO access tariff requiring the regional wireless carrier to provide vendor information with respect to implementation of seamless hand-off.²² In addition, Bell Mobility and RCCI have similar provisions in their roaming tariffs, which have been incorporated by reference in their MVNO access tariffs.²³
147. In light of the above, the Commission considers that no modification is necessary to TCI's tariff in this matter.

Exchange of information to facilitate cell site updates

Positions of parties

148. In Telecom Decision 2022-288, the Commission directed the incumbents to revise their MVNO access tariffs to permit the exchange with the regional wireless carriers of updated information on cell sites within specific time frames. Videotron submitted that Bell Mobility and RCCI's tariff pages do not include references to how and when cell site information exchanges occur and should be required to amend their wording to conform to Telecom Decision 2022-288.
149. RCCI replied that it met the requirements regarding updates to network borders as well as the requirement to implement seamless hand-off in item 902.2.4 of its proposed tariff. This provision introduces seamless hand-off by referencing the relevant sections in RCCI's One-Way Domestic Wireless Roaming Services Tariff. As such, the non-compliance noted by Videotron is misplaced, and the item is simply found in the referenced section of RCCI's wholesale roaming tariff.

²² See SaskTel TN 372B item 650.36.4.18.ii.

²³ See Bell Mobility TN 5B items 100.8(g)(1)(i) and (ii), and RCCI TN 72A items 800.4.4.3 and 800.4.5.2.

150. Similarly, Bell Mobility replied that the timelines for the exchange of updated cell site information for seamless hand-offs are included in the relevant provisions of the proposed roaming tariff that their proposed MVNO access tariff adopts by reference.

Commission's analysis

RCCI's tariff

151. The Commission is of the view that RCCI's One-Way Domestic Wireless Roaming Services Tariff, which is referenced in item 902.2.4 of its MVNO access tariff, contains the relevant information for cell site information exchange, as per the Commission's direction in Telecom Decision 2022-288. Therefore, RCCI's tariff provisions in this regard are appropriate.
152. In light of the above, the Commission considers that no modification is necessary to RCCI's tariff on this matter.

Bell Mobility's tariff

153. The Commission is of the view that Bell Mobility's National Wireless Roaming Service Tariff, which is referenced in item 101.7(b) of its MVNO access service tariff, contains the relevant information for cell site information exchange, as per the Commission's direction in Telecom Decision 2022-288. Therefore, Bell Mobility's tariff provisions in this regard are appropriate.
154. In light of the above, the Commission considers that no modification is necessary to Bell Mobility's tariff on this matter.

Regional wireless carriers' concern over exclusion of the availability of direct interconnection in incumbents' tariffs

Positions of parties

155. Eastlink and the ITPA raised concerns over Bell Mobility's tariff items 101.13(a)(1) to (3), which specify that the interconnection of networks will be provided solely using indirect interconnection, without providing for the option of direct interconnection where there is a 5G-SA core network deployed, as contemplated in Telecom Decision 2022-288.
156. Bell Mobility replied that changes associated with the launch of 5G-SA core networks are to be made in tariff amendments filed at the appropriate time in the future. This includes any reference to the availability of direct interconnections, which is specific to 5G-SA core networks and is therefore intended to be the subject of a future tariff amendment. It added that its proposed tariff pages already contain references to NGRAN and the GSMA document, *5G Implementation Guidelines*:

NSA Option 3, with respect to the definition of the “Company Available PMN” and the interconnection of PMNs.²⁴

157. Also, Eastlink and Videotron objected to TCI’s tariff item 235.3A.10.f. They were of the view that the language suggests that the availability of direct interconnection is subject to TCI’s discretion, as it is subject to TCI agreeing to such arrangements.²⁵
158. TCI replied that it has not yet launched 5G-SA, and that it will amend its MVNO wholesale access service tariff to add reference to 5G-SA and amend its reference to direct interconnection once it notifies MVNO Customers of the availability of the 5G-SA core.

Commission’s analysis

159. The Commission is of the view that the incumbents do not have to offer the possibility of direct interconnection in their tariffs if they have not deployed 5G-SA in their network, as per the explanation below.
160. The Commission, in Telecom Decision 2022-288, directed the incumbents to notify their MVNO Customers six months prior to the launch of a 5G core network and begin working in good-faith to implement direct connections upon request. Also, if an incumbent has already launched its 5G core network or plans to do so less than six months from the date of that decision, it must immediately notify regional wireless carriers that are customers of its MVNO access service. In this regard, the Commission directed the incumbents to file tariff updates reflecting the availability of direct interconnection as an option at the time of notification.
161. The responses from Bell Mobility and TCI comply with this directive, by indicating that they have not launched 5G-SA core yet. In addition, they have indicated in their tariffs that they will provide MVNO access using indirect interconnection.
162. In light of the above, the Commission considers that no modification is necessary to Bell Mobility and TCI’s tariffs regarding this matter.

Location Area Codes (LAC) and Tracking Area Codes (TAC)

Positions of parties

163. The ITPA indicated concern regarding RCCI’s TN 72C item 902.1.4(c), which indicates that “Rogers does not guarantee LAC/TAC boundaries will precisely match the desired geographic areas as defined by Industry Canada’s [now Innovation, Science and Economic Development Canada] licence areas.” It submitted that, as per Telecom Decision 2022-288, RCCI must offer MVNO access

²⁴ See Bell Mobility TN 6A items 101.1(a)(7) and 101.13(a)(2).

²⁵ See TCI TN 563A item 235.3A.10.f.

services in the entire tier 4 area, and not just portions of them, which may require LAC/TAC changes if RCCI does not cover the entire required area.

164. RCCI replied that the tariff does not guarantee LAC/TAC boundaries will precisely match the intended MVNO Customer service area. This wording is deliberate, such that the exact contours may not align to the requested licence area. However, it does not mean RCCI will not cover the entire required area; rather that the intended coverage area may exceed that of the requested area. To have perfect alignment with the tier 4 area using LAC/TAC boundaries would be impossible as wireless towers and networks were never designed or built to reflect ISED tier 4 areas.

Commission's analysis

165. The Commission is of the view that RCCI's tariff provisions ensure that entire tier 4 (or TEL) area coverage will be provided to the eligible MVNO Customer by way of LAC/TAC modification.
166. The Commission acknowledges that, in Telecom Decision 2022-288, it directed that MVNO access should be provided in the entirety of an eligible tier 4 area. In this respect, even though RCCI's tariff states that "Rogers is under no obligation to modify its LAC/TAC areas to match Industry Canada's licence areas," overall, the tariff makes it clear that the entire tier 4 area will be covered, specifically, the part of the tariff item that states, "Rogers may implement LAC/TAC blocking either upon request of the MVNO Customer, or as required, **to ensure the MVNO Customer operates in the intended Tier 4 licence area(s) within the MVNO Customer Service Area**" [emphasis added in bold]. In this respect, the Commission is satisfied with RCCI's explanation that RCCI will not cover the entire required area, rather that the intended coverage area may exceed that of the requested area, thereby ensuring that "[...] the MVNO Customer operates in the intended Tier 4 licence area(s) within the MVNO Customer Service Area."
167. The above explanation also satisfies the requirement to cover qualifying TEL licence areas within an eligible tier 4 area, where RCCI might be required to modify its LAC/TAC areas to ensure the MVNO Customer operates in a qualifying TEL licence area, which may partially cover a tier 4 area or maybe larger than a tier 4 area, and which might not match ISED's licensed TEL area perfectly.
168. In light of the above, the Commission considers that no modification is necessary to RCCI's tariff on this matter.

Contractual issues

Forecasting provisions

Positions of parties

169. Videotron objected to RCCI's traffic forecasting provisions at tariff item 902.3.3(b). Videotron noted that the Commission directed incumbents to

revise their MVNO access tariffs such that “[o]n a **good faith basis**, regional wireless carriers must notify the incumbent of any significant changes to their traffic forecasts as soon as the regional wireless carrier becomes aware of such a change” [emphasis added in bold] and that RCCI omitted “on a good faith basis” from the tariff item. It was of the view that RCCI should modify item 902.3.3(b) such that it reads:

If MVNO Customer expects a substantial increase to the number of End Users or use of Rogers’ Services in any calendar quarter due to a promotion or otherwise, MVNO Customer shall provide **on a good faith basis** to Rogers a revised forecast as soon as the MVNO Customer becomes aware of such a change. [emphasis added in bold]

Commission’s analysis

170. In Telecom Decision 2022-288, the Commission directed the incumbents to revise their tariffs in accordance with the following determinations:
 - The regional wireless carrier must provide a traffic forecast of the expected service volume anticipated to be used by end-users in each tier 4 area in which they subscribe to the service.
 - The forecast must be submitted 30 days prior to the commercial start date of the MVNO access service and then 30 days prior to the beginning of each subsequent calendar year.
 - The forecast must cover the subsequent 12-month period.
 - The forecast must be aggregated as volume of data, represented in GB of data, comprising all voice, text, and data anticipated to be used by end-users over the forecast period.
 - On a good-faith basis, regional wireless carriers must notify the incumbent of any significant changes to their traffic forecasts as soon as the regional wireless carrier becomes aware of such a change.
171. In addition to the issue identified by Videotron, the Commission has identified several issues with RCCI’s traffic forecasting provisions, as follows.
172. At tariff item 902.3.3(a), RCCI requires the MVNO Customer to provide an annual forecast of the aggregated GB to be used during each three-month period of that year. Requiring an annual forecast, but broken down by quarter, is contrary to the Commission’s determination that the forecast must cover the subsequent 12-month period.
173. At tariff item 902.3.3(b), RCCI requires that an MVNO Customer provide a revised forecast where the customer expects a substantial increase to the forecast in any calendar quarter. The requirement to provide revised forecasts triggered by changes

in any calendar quarter does not correspond to the Commission's determination that forecasts are supposed to cover a 12-month period. It also doesn't correspond to the Commission's determination that, on a good-faith basis, regional wireless carriers must notify the incumbent of any significant changes to their traffic forecasts as soon as the regional wireless carrier becomes aware of such a change. As noted by Videotron, in tariff item 902.3.3(b), RCCI omitted "on a good faith basis" and the Commission considers Videotron's request to add it to be reasonable.

174. At tariff item 902.3.3(a), RCCI indicates that the forecast must be provided in a mutually agreed format. In Telecom Decision 2022-288, the Commission determined that the forecast be aggregated as volume of data, represented in GB of data, comprising all voice, text, and data anticipated to be used by end-users over the forecast period. The inclusion of a mutually agreed format in the tariff was only used by RCCI and is not necessary as a tariff condition given that the Commission has already determined what should be in the forecast.
175. In addition, in order to align the tariff provision with the other incumbents and be consistent with the Commission's direction in Telecom Decision 2022-288, the Commission **directs** RCCI to reword items 902.3.3(a) and (b) as follows [changes indicated in strikethrough and bold]:

- a) To assist Rogers in network and capacity planning and deployment, MVNO Customer agrees to provide to Rogers once a year, beginning thirty (30) days prior to the commencement of MVNO Access and at least thirty (30) days prior to the beginning of each subsequent year thereafter, a good faith estimate, ~~in a mutually agreed to format,~~ of the aggregate volume of Services, represented in gigabytes (GB) of data, **comprising all voice, text, and data anticipated to be used by end-users over the forecast period,** to be used by End Users during ~~each three-month~~ **the subsequent 12-month** period of such year based on a Tier 4 licence area level.
- b) ~~If MVNO Customer expects a substantial increase to the number of End Users or use of Rogers' Services in any calendar quarter due to a promotion or otherwise, MVNO Customer shall provide to Rogers a revised forecast as soon as the MVNO Customer becomes aware of such a change.~~ **On a good faith basis, MVNO Customers must notify Rogers of any significant changes to their traffic forecasts as soon as the MVNO Customer becomes aware of such a change.**

Wind-down provisions

Positions of parties

176. Bell Mobility included, at items 101.23(b) and (c), wind-down provisions such that (i) beginning one year prior to the phase out date the MVNO Customer must, in good faith, coordinate to end the MVNO access service and (ii) that one year prior

to phase-out the MVNO Customer must provide a coverage map for the HPMN in the eligible regions.

177. Videotron objected to Bell Mobility's aforementioned wind-down provisions. Videotron argued that the provisions are unnecessary and contrary to Telecom Decision 2022-288.
178. In reply, Bell Mobility argued that its provisions are consistent with the Commission's decision in that the amended provisions remove restrictions on the use of the mandated service during the 7-year mandate period, while acknowledging the need for coordination. It argued that the Commission should accept the proposed provisions and direct parties to engage in good-faith coordination efforts to transition end-users at the end of the mandated wholesale MVNO access period.

Commission's analysis

179. In Telecom Decision 2022-288, the Commission found that setting out the details of a transition period before the service is operational is premature and directed Bell Mobility, RCCI, and TCI to remove their proposed wind-down provisions.
180. The Commission is of the view that Bell Mobility's tariff items 101.23(b) and (c) are contrary to the Commission's overall direction that the incumbents remove their wind-down provisions.
181. The Commission is of the view that Bell Mobility's tariff items 101.23(b) and (c) are contrary to the Commission's direction to remove its wind-down provisions. The proposed amendments could be interpreted as requiring MVNO Customers to coordinate with Bell Mobility to wind-down the service prior to the end of the seven-year mandate. This would be contrary to the Commission's overall direction in Telecom Decision 2022-288 to remove wind-down provisions.
182. Further, RCCI, SaskTel, and TCI do not include similar wind-down coordination provisions in their tariffs. Rather, RCCI and TCI removed their wind-down provisions pursuant to Telecom Decision 2022-288 and SaskTel did not propose wind-down provisions as part of its MVNO access tariffs.
183. Also, Bell Mobility's proposed wind-down provisions are premature. As noted in Telecom Decision 2022-288, pursuant to Telecom Regulatory Policy 2021-130, regional wireless carriers using the wholesale MVNO access service must file annual reports with the Commission detailing their expansion progress, including new tower and site deployments, communities served, and customers acquired. The Commission can use this information to track investment and expansion progress over the course of the mandate and consider taking action, if necessary, based on this evidence.
184. In light of the above, the Commission **directs** Bell Mobility to remove items 101.23(b) and (c) from its tariff.

Permanent roaming provisions

Positions of parties

185. Eastlink submitted that RCCI's tariff item 902.10.1(e)²⁶ gives it the power to terminate MVNO access in the event the MVNO Customer offers wireless service to retail customers outside of the MVNO Customer service area that relies on access to RCCI's PMN on a non-incident and/or permanent basis. Furthermore, item 902.10.9 says that RCCI has no obligation to restore service even if the grounds for termination no longer exist in the circumstances of termination under 902.10.1(e). Eastlink submitted that RCCI's provisions at items 902.10.1(e) and 902.10.9 have the same effect as Bell Mobility's previous items 101.7(a) and 101.7(d),²⁷ which the Commission directed to be removed in Telecom Decision 2022-288 and therefore should be removed pursuant to the Commission's decision.
186. In its reply, RCCI disagreed with Eastlink's interpretation of the noted tariff provisions. RCCI submitted that the provision in tariff item 902.10.1(e) is intended to limit the advertising and marketing of MVNO access in areas that do not support the service and are outside the MVNO Customer service area. As an example, RCCI submitted that this provision ensures that an MVNO Customer who has MVNO access in Cornwall, Ontario, does not falsely claim they are an MVNO in Brockville, Ontario, as well, with the intent to sign-up end-users under this false notion. In RCCI's view, this is contrary to Bell Mobility's provisions, which the Commission ruled were a step towards effectively establishing an *ex ante* process to identify incidents of permanent roaming.

Commission's analysis

187. As explained below, the Commission is of the view that RCCI's tariff provisions are inappropriate given that they are similar to Bell Mobility's, which the Commission directed be removed in Telecom Decision 2022-288. Both Bell Mobility and RCCI's provisions are intended to restrict the improper use of the MVNO access service.
188. In this regard, the Commission already made a determination that Bell Mobility's provisions are a step towards effectively establishing an *ex ante* process to identify incidents of permanent roaming. Although RCCI submits that its tariff item is contrary to that of Bell Mobility's in this respect, both Bell Mobility and RCCI's tariffs specify the condition of **the service being offered to retail customers outside of the MVNO service area on a non-incident and/or permanent basis** [emphasis added in bold] as justification for termination of the MVNO access service.

²⁶ See RCCI TN 72C item 902.10.1(e).

²⁷ See Bell Mobility TN 6 item 101.7(d).

189. RCCI's tariff provision is similar to Bell Mobility's provision, which the Commission directed to be removed in Telecom Decision 2022-288.
190. In light of the above, the Commission **directs** RCCI to remove item 902.10.1(e) from its tariff and also remove any reference to item 902.10.1(e) from item 902.10.9.

Quality of service provisions

Positions of parties

191. Cogeco objected to Bell Mobility and TCI's quality of service provisions.²⁸ Cogeco argued that the tariff provisions are not consistent with the definitions of quality of service and level of service within Telecom Decision 2022-288 by merging and confounding the concepts. Cogeco proposed that Bell Mobility and TCI distinguish between the two concepts as per the definitions provided in Telecom Decision 2022-288.
192. In reply, Bell Mobility and TCI were of the view that their tariff provisions were appropriate. Bell Mobility noted that its tariff provisions were expressly deemed appropriate by the Commission in Telecom Decision 2022-288, and are substantially the same as its existing roaming tariffs. TCI noted that its amended quality of service language is consistent with that proposed by Bell Mobility, RCCI, and SaskTel and with Bell Mobility and RCCI's wholesale roaming tariffs.

Commission's analysis

193. In Telecom Decision 2022-288, the Commission already determined that Bell Mobility, RCCI, and SaskTel's quality of service and level of service provisions are appropriate, and the Commission is of the view that Cogeco did not raise any argument that calls into question that determination.
194. With respect to TCI's quality of service provisions, the Commission directed TCI to modify its quality of service provisions such that (i) the MVNO access service shall provide the regional wireless carrier with the ability to access voice and data services at a quality comparable to that offered for similar services to TCI's own customers; and (ii) TCI is not obligated to provide a quality, functionality, technology, service, or level of service that is in excess of the lesser of that offered by the regional wireless carrier to its own end-users on the regional wireless carrier's PMN or that offered by the incumbent to its own end-users. In compliance with the aforementioned determinations, TCI amended its MVNO access tariff in TN 563A item 235.3A.10.a., replacing generally offered quality of service with comparable quality of service.

²⁸ See Bell Mobility TN 6A item 101.7(a)(1) and TCI TN 563A item 235.3A.10.a.

195. Furthermore, rewording the tariff provisions to distinguish between quality of service and level of service would add little benefit given that in Telecom Decision 2022-288, the Commission provided clarity on the distinction between the two concepts. Consequently, parties may refer to the definitions provided in the decision in case of dispute.
196. In light of the above, the Commission considers that no modification is necessary to the tariff items in question.

Turn-down provisions

Positions of parties

197. With respect to RCCI's technology turn-down provisions, RCCI's tariff item 902.3.2 provides that if RCCI intends to end the provision of High Speed Packet Access (HSPA), HSPA+ or LTE or similar GSM-based network protocols in the MVNO Customer Service Area on a permanent basis, then RCCI shall provide 18 months' notice prior to the change. Meanwhile, RCCI's tariff item 902.2.1(b) indicates that RCCI will provide 90 days' notice ahead of a turn-down of a particular level of service.
198. Eastlink submitted that it was not clear how tariff item 902.2.1(b) interacts with tariff item 902.3.2, i.e. in what circumstances the 90 days' notice would apply outside of what the Commission determined must be subject to an 18-month notification period. Eastlink expressed concern that RCCI may attempt to rely on the shorter notice period where a longer notice period is necessary and Eastlink proposed that RCCI remove item 902.2.1(b) from RCCI's tariff.
199. In its reply, RCCI agreed that there may be some misunderstanding between the tariff items and therefore proposed modifying tariff item 902.2.1(b) as follows:

Exclusive of item 902.3.2, Rogers shall be permitted to "turn-down" a particular level of service of the Services which Rogers also "turns down" for its own customers and for the End Users of other MVNO Customers, provided that Rogers shall use commercially reasonable efforts to provide ninety (90) days' notice to MVNO Customer prior to the shut-down of particular areas or the applicable PMN, as the case may be. [changes indicated in bold]

Commission's analysis

200. In Telecom Decision 2022-288, the Commission noted that turning down a technology is usually planned well in advance, that it does not generally involve competitively sensitive information, and that there is no compelling reason for regional wireless carriers to receive only short notice of such events. Consequently, the Commission directed Bell Mobility, RCCI, and SaskTel to modify their tariff provisions to provide 18 months' notification in advance of a technology

turn-down. In compliance with the aforementioned decision, RCCI added item 902.3.2 to its tariff.

201. The Commission is of the view that RCCI's tariff item 902.2.1(b) is unnecessary and should be removed from RCCI's tariff.
202. Firstly, the tariff provision adds unnecessary complexity to RCCI's tariff provisions by having two separate turn-down provisions. Specifically, tariff item 902.2.1(b) would allow RCCI to turn-down a level of service with 90 days' notice, while tariff item 902.3.2 would allow RCCI to turn-down a technology with 18 months' notice. Having two separate turn-down provisions adds to the complexity of the tariffs and may lead to confusion about which tariff provision would apply in certain circumstances. In addition, it is unclear how RCCI defines the term "level of service" in tariff item 902.2.1(b). This ambiguity leads to confusion about how the provision would be applied.
203. Secondly, tariff item 902.2.1(b) is unnecessary in that RCCI's tariff already has a provision which would allow it to provide 90 days' notice of network changes. Specifically, at tariff item 902.2.1(a), RCCI is permitted to amend, modify, and update MVNO access as a result of technical or network-based changes if they provide 90 days' notice and meet certain other criteria.
204. Thirdly, tariff item 902.2.1(b) is inconsistent with Bell Mobility, SaskTel, and TCI's MVNO access tariffs. While Bell Mobility, SaskTel, and TCI have tariff provisions similar to RCCI's items 902.2.1(a) and 902.3.2, they do not have a separate 90-day turn-down provision similar to RCCI's tariff item 902.2.1(b).
205. In light of the above, the Commission **directs** RCCI to remove item 902.2.1(b) from its tariff.
206. In Telecom Decision 2022-288, the Commission, among other things, directed SaskTel to modify its tariff provision to provide 18 months' notification in advance of a technology turn-down. Subsequently, at tariff item 650.36.4.14, SaskTel proposed the following provision:

[w]here SaskTel intends to turn-down any of the services and/or technologies, including 3G, UMTS, HSPA, LTE, or any GSM-based network protocols, on the SaskTel PMN made available via this tariff, SaskTel shall provide eighteen (18) months prior written notice to the Full-MVNO, **to the contact outlined in the OMG [Operational Management Guide]**. [emphasis added in bold].

207. The Commission is of the view that the additional clause goes beyond what is necessary to implement the determinations in Telecom Decision 2022-288 and that it would be more consistent with the other incumbents' provisions to indicate that written notice shall be provided to the MVNO Customer.

208. In light of the above, the Commission **directs** SaskTel to modify tariff item 650.36.4.14. as follows:

[w]here SaskTel intends to turn-down any of the services and/or technologies, including 3G, UMTS, HSPA, LTE, or any GSM-based network protocols, on the SaskTel PMN made available via this tariff, SaskTel shall provide eighteen (18) months prior written notice to the Full-MVNO, ~~to the contact outlined in the OMG.~~ [changes indicated in strikethrough].

Trademark and trade name provisions

Positions of parties

209. The ITPA objected to RCCI's trademark and trade name provisions at tariff item 902.12.1(a). The ITPA argued that since MVNO access is an extension of the regional carrier's home network, MVNO Customers should be able to show the portion of RCCI's PMN used for MVNO access in the MVNO Customers' coverage maps for marketing purposes.
210. In its reply, RCCI argued its trademark and trade name provisions are appropriate. It disagreed with the ITPA's interpretation and submitted that the MVNO Customer should clearly indicate on their coverage maps and advertising material the portions of their network provided by incumbents.

Commission's analysis

211. In Telecom Decision 2022-288, the Commission found that Bell Mobility, SaskTel, and TCI proposed similar restrictions to those that were rejected in Telecom Decision 2017-56 in that the provisions were overly broad, insofar as they target behaviours that are generally outside the scope of the Act and are subject to other legal remedies that would remain available irrespective of the section 24 condition. Consequently, in Telecom Decision 2022-288, the Commission directed Bell Mobility, SaskTel, and TCI to revise their trade name and trademark provisions with wording that conforms to the following section 24 condition, modified to the appropriate circumstances of the MVNO access tariff:

[p]ursuant to section 24 of the Act, the Commission, as a condition of offering and providing wholesale MVNO access service, prohibits wholesale MVNO access providers from preventing regional wireless carriers from disclosing the identity of their wholesale MVNO access provider(s) to their current or potential end-users. This condition applies to all wireless carriers, regardless of the network technology being used.

212. Consistent with Telecom Decision 2022-288, Bell Mobility, SaskTel, and TCI revised their tariff provisions such that MVNO Customers are not prevented from disclosing the identity of the incumbent to end-users.

213. In light of the above, the Commission considers that no modification is necessary to Bell Mobility, SaskTel, and TCI's trade name and trademark provisions in this regard.
214. However, the Commission is of the view that the provisions should indicate that the section 24 condition extends to MVNO resellers. This will ensure that MVNO resellers are able to disclose the identity of their wholesale MVNO access provider(s) to their current or potential end-users.
215. In light of the above, the Commission **directs** Bell Mobility, SaskTel, and TCI to modify their tariffs as follows:

[p]ursuant to section 24 of the Act, the Commission, as a condition of offering and providing wholesale MVNO access service, prohibits wholesale MVNO access providers from preventing regional wireless carriers **and MVNO resellers** from disclosing the identity of their wholesale MVNO access provider(s) to their current or potential end-users. This condition applies to all wireless carriers **and MVNO resellers**, regardless of the network technology being used. [changes indicated in bold]

216. With respect to RCCI's trade name and trademark provisions, its tariff provision is as follows:

MVNO Customer may make it known to its current and potential End-Users that Rogers is providing MVNO Access hereunder by referencing "Rogers Communications" in its materials. In addition, MVNO Customer shall not market, advertise, promote or make any claim with respect to the performance, geographic coverage of Rogers' PMN (including displaying the Available Rogers' footprint PMN coverage on MVNO Customer's coverage maps made available to its End-Users in a manner could be interpreted as being part of MVNO Customer's own PMN), or overall MVNO Access experience, while relying on the use of the Rogers' PMN pursuant to this Tariff.²⁹

217. The Commission is concerned that RCCI's second clause (beginning with "In addition"), while being appropriate for the wholesale roaming service, is unduly restrictive in the context of the MVNO access service and warrants modification. This is because, unlike wholesale roaming service, the area covered by the MVNO access service is part of the MVNO Customer's available PMN to its subscribers. In Telecom Decision 2022-288, the Commission determined that in an eligible geographic area, the MVNO access service is an extension of the regional wireless carrier's home network and should be available to all end-users of the regional wireless carrier, without distinction. Consequently, for marketing purposes, it

²⁹ See RCCI TN 72C item 902.12.1(a).

would be appropriate for MVNO Customers to have the option to show the entire network area that the MVNO Customer will serve in its marketing material and network coverage maps. This will enable Canadians to understand the full picture of the service area of the MVNO.

218. However, the Commission is of the view that the MVNO Customer should indicate (on the map or otherwise for marketing purposes) where it is using the incumbent's network. This will balance the need for the MVNO Customer to inform the public of its offerings, while maintaining an incentive to build out its network. Subsequently, as the MVNO Customer builds out its network, the MVNO Customer should modify its network maps to reflect those network changes so the public is aware of where its home network is and where it is using RCCI's network. Doing so would be consistent with the Commission's overall purpose of the mandated MVNO access service to enable eligible regional wireless carriers to use the networks of the incumbents to serve new areas while the regional wireless carriers build out their networks.
219. The Commission is of the view that RCCI's trade name and trademark provisions should be modified to clearly indicate that MVNO Customers are not prevented from identifying the portion of RCCI's network in the MVNO Customer's coverage maps or marketing material so long as they clearly indicate where the MVNO Customer is using RCCI's network.
220. In addition, the Commission is of the view that the provision should indicate that the section 24 condition extends to MVNO resellers, in order to ensure that MVNO resellers can disclose the identity of their wholesale MVNO access provider(s) to their current or potential end-users.
221. In light of the above, the Commission **directs** RCCI to modify its tariff item 902.12.1(a) as follows [changes indicated in strikethrough and bold]:

MVNO Customer **and MVNO resellers** may make it known to **their** ~~its~~ current and potential End-Users that Rogers is providing MVNO Access **and where Rogers is providing MVNO access**, hereunder by referencing "Rogers Communications" in its materials. In addition, MVNO Customer **and MVNO resellers** shall not market, advertise, promote or make any claim with respect to the performance, ~~geographic coverage~~ of Rogers' PMN (~~including displaying the Available Rogers' footprint PMN coverage on MVNO Customer's coverage maps made available to its End Users in a manner could be interpreted as being part of MVNO Customer's own PMN~~), or overall MVNO Access experience, while relying on the use of the Rogers' PMN pursuant to this Tariff.

Reseller provisions

Bell Mobility deposit provisions

Positions of parties

222. Bell Mobility's TN 6A item 101.11(e)(1)(d) indicates that Bell Mobility may require a deposit from the MVNO Customer where the MVNO Customer "will primarily use the MVNO Access to serve retail subscribers of the MVNO Customer's resellers or mobile virtual network operators it hosts on its own network rather than its own retail subscribers."
223. The ITPA objected to the aforementioned provision in that it could be interpreted as allowing Bell Mobility to, *de facto*, require a deposit simply on the basis that the MVNO services are primarily used to serve retail subscribers of the MVNO Customer's resellers it hosts on its own network. The ITPA proposed that the Commission direct Bell Mobility to remove the tariff item.
224. In its reply, Bell Mobility argued that the ITPA's argument is out-of-process since the deposit provision was in TN 6 and was not part of the tariff amendment at issue in this proceeding. It did not agree that the deposit provision amounts to a restriction on resale and that it complied with the Commission's direction by removing restrictions on resale.³⁰

Commission's analysis

225. Bell Mobility, in its proposed TN 6A item 101.11(e)(1)(d), is the only incumbent that has included a clause that it may require a security deposit from an MVNO Customer that utilizes the MVNO access service to primarily serve retail customers of a reseller. Both RCCI and TCI also have provisions that allow them to require a security deposit but not in a majority reseller end-user scenario such as in Bell Mobility's provision in question.
226. Incumbents were required to file proposed terms and conditions for the MVNO access service using the national wireless carriers' existing wholesale roaming tariffs as the baseline and making any necessary modifications. Bell Mobility's TN 6A item 101.11(e)(1)d. is inconsistent with its wholesale roaming tariff in that the scenario of majority reseller end-users triggering a security deposit is not in Bell Mobility's roaming tariff.
227. With respect to Bell Mobility's contention that the ITPA's argument is out of process, the Commission is of the view that the matter is within the scope of the proceeding. Since Bell Mobility's MVNO access tariff is not yet finalised, any issue related thereto on which the Commission has not yet made a determination is still within its scope of review. The issue regarding this provision is pertinent to the

³⁰ See Bell Mobility TN 6 item 101.19(a).

relevance and appropriateness of the tariffs in light of the Commission's determinations regarding the MVNO access service so it is acceptable to address the issue at this point. Furthermore, Bell Mobility is not prejudiced by the consideration of this matter as it had the opportunity to substantively respond to the ITPA's concern and in fact did so.

228. In the Commission's view, requiring a security deposit when the primary use of the MVNO access service is for the MVNO Customer to serve retail customers of a reseller amounts to an impermissible restriction on resale.
229. In light of the above, the Commission **directs** Bell Mobility to remove item 101.11(e)(1)(d) as proposed in Bell Mobility's TN 6A.

TCI's Third Party International Mobile Subscriber Identity provision

230. Item 235.3A.9.b. of TCI's TN 563A requires that "[t]he MVNO Wholesale Access Customer must ensure that the IMSI [International Mobile Subscriber Identity] list in its IR.21 document is updated monthly to accurately reflect the IMSIs of its Third-Party Resellers." In the original MVNO access tariff filing, TCI had included a requirement, as a condition of allowing end-users of resellers of the MVNO Customer, that the MVNO Customer provide TCI with the IMSI range of the end customers listed in the IR.21 document (TCI TN 563 item 235.3.8.a.ii).
231. In Telecom Decision 2022-288, the Commission directed TCI to remove tariff item 235.3.8.a.ii in its entirety. The Commission rejected the notion that TCI should be provided with notice of the identity of resellers and the IMSI ranges of its end-users.
232. Although no interventions were provided on the provision during the current proceeding, the Commission is of the view that TCI's tariff item 235.3A.9.b. substantively overlaps with that which the Commission had previously directed TCI to remove. At its core, both TCI's TN 563 item 235.3.8.a.ii. and TCI's TN 563A item 235.3A.9.b. require that the MVNO Customer provide TCI with IMSI information of the MVNO Customer's third-party reseller, and are overly restrictive, contrary to Telecom Decision 2022-288. The Commission considers it appropriate to direct TCI to remove the provision, for the reasons previously adopted by the Commission. Lastly, none of the other incumbents have included a similar provision in their tariffs. Therefore, it would be inconsistent with Bell Mobility, RCCI, and SaskTel's tariffs to require such information.
233. In light of the above, the Commission **directs** TCI to remove item 235.3A.9.b. from its tariff as proposed in TCI's TN 563A.

Lawful interception

Positions of parties

234. The national wireless carriers and SaskTel included, in their initial and amended TNs, provisions providing details on who will be responsible for addressing any lawful interception requests. RCCI's tariff states that RCCI will be responsible for addressing any interception of private communications court orders and warrants relating to its PMN which are served on RCCI by any governmental authority.³¹ SaskTel and TCI took a similar approach.³² For Bell Mobility, its proposed tariff item 101.17 states that the MVNO Customer is solely responsible for all regulatory obligations with respect to lawful intercept.
235. The ITPA objected to RCCI's lawful intercept provisions, submitting that, while some assistance may be required from RCCI, law enforcement agencies should deal directly with the MVNO Customer (rather than RCCI). In reply, RCCI submitted that the tariff item should not be removed. It noted that the provision mirrors its wholesale roaming tariff and has worked without issue for roaming and believes it will work well for the MVNO service.

Commission's analysis

236. For the following reasons, the Commission is of the view that RCCI, SaskTel, and TCI's lawful intercept provisions are appropriate in that the incumbent is responsible for addressing the interception of private communication orders and warrants related to the incumbent's network.
237. Firstly, from a technical perspective, if a warrant or an authorization is issued to intercept private communications of a subscriber on the incumbent's network, then it will be the incumbent's responsibility to handle this request. The network access is what will be intercepted, and only the party owning this network access will be able to facilitate this request for interception and will be responsible for it. Consequently, from a network perspective, it is immaterial whether the subscriber is an end-customer of the incumbent or MVNO Customer.
238. Secondly, RCCI and TCI's lawful interception provisions are materially the same as their wholesale roaming tariffs and SaskTel's is similar to that of RCCI and TCI.³³ Consequently, their lawful interception provisions are consistent with the Commission direction in Telecom Regulatory Policy 2021-130, for the national wireless carriers and SaskTel to file tariff pages for approval containing proposed terms and conditions for a facilities-based wholesale MVNO access service using the national wireless carriers' wholesale roaming tariffs as their basis.

³¹ See RCCI TN 72C item 902.1.5(a).

³² See TCI TN 563A item 235.3A.26.j. and SaskTel TN 372B item 650.36.4.19.

³³ See RCCI TN 52 item 3.6. and TCI TN 519 items 233.3 25.i. and j.

239. In light of the above, the Commission considers that no modification is necessary to RCCI, SaskTel, and TCI's lawful interception provisions.
240. With respect to Bell Mobility's lawful interception provisions, the Commission is of the view that the tariff should be modified to clearly indicate that Bell Mobility is responsible for lawful interceptions related to its network. Currently, Bell Mobility's tariff requires that the MVNO Customer be solely responsible for all regulatory obligations with respect to its wireless service and subscribers, including lawful intercept.³⁴ Clarity is required as to who is responsible for lawful interception as between Bell Mobility and the MVNO Customer with respect to Bell Mobility's network. Changes are warranted for the following reasons.
241. Firstly, Bell Mobility's proposed provision is inconsistent with the wholesale roaming tariffs on which the MVNO access tariffs are to be based. Bell Mobility does not appear to have a tariff provision, in their existing wholesale roaming tariff, similar to its proposed provision in its MVNO access tariff. However, RCCI and TCI's existing wholesale roaming tariffs do have lawful interception provisions which place the responsibility on the incumbent to address lawful interceptions related to their networks. So, the latter tariffs can provide a baseline for assessing all the proposed MVNO access tariffs.
242. Secondly, the tariff provision is inconsistent with RCCI, SaskTel, and TCI's lawful intercept provisions in that Bell Mobility places the responsibility of lawful interception on the MVNO Customer, rather than the incumbent. Consequently, requiring Bell Mobility to modify its tariff provision to be consistent with RCCI, SaskTel, and TCI would harmonize the MVNO access tariffs. This makes the tariffs more predictable and understandable for potential MVNO Customers.
243. Thirdly, as previously noted, from a technical perspective, it would be inappropriate to put all liability on the MVNO Customer since, if a warrant or an authorization is issued to intercept private communications of a subscriber on the incumbent's network, then it will need to be the incumbent's responsibility to handle this request as much of this would be out of the control of the MVNO Customer.
244. Fourthly, the Commission is of the view that Bell Mobility's proposed modifications do not address the issue of who is responsible for lawful interceptions related to Bell Mobility's network. In the process leading to Telecom Decision 2022-288, some interveners were concerned with Bell Mobility's proposal (then at tariff item 101.16(a)) that the MVNO Customer be solely responsible for legal and regulatory requirements regarding lawful intercept. In reply, Bell Mobility responded that in some cases, due to the network architecture required for MVNO access, the customer will require support from Bell Mobility, as the network operator, to meet these requirements. Recognizing this need for support, and Bell Mobility's intent to provide such support, Bell Mobility indicated it would make

³⁴ See Bell Mobility TN 6A item 101.17(a).

changes to its lawful interception provisions.³⁵ However, this issue was not raised in Telecom Decision 2022-288 and Bell Mobility has apparently not amended its tariff as it had proposed.

245. The Commission is of the view that Bell Mobility's proposed modifications do not provide necessary clarity about who is responsible for lawful interception requests in relation to Bell Mobility's network. Consequently, it is appropriate to require Bell Mobility to modify the provision such that Bell Mobility is responsible for lawful interceptions relating to its network.
246. In light of the above, the Commission **directs** Bell Mobility to revise TN 6A item 101.17(a) to adopt the following wording:

Bell Mobility will be responsible for addressing any interception of private communications court orders and warrants relating to its network served on Bell Mobility by any governmental authority.

247. Also, the Commission **directs** Bell Mobility to include the following amendment originally proposed by Bell Mobility to its lawful intercept provisions:

To the extent that it is impossible for an MVNO Customer to meet regulatory obligations with respect to 9-1-1, lawful intercept, and emergency alerting due to the nature of MVNO Access (and not to limitations in the MVNO Customer's capabilities), the Company shall provide the required support to allow the MVNO Customer to meet those obligations.

Other issues

Conditions for MVNO access service for subordinated spectrum licensees

248. In Telecom Decision 2022-288, the Commission directed the incumbents to modify their eligibility provisions regarding subordinated spectrum according to the following determinations and to file revised tariff provisions:
- Regional wireless carriers with subordinate spectrum licences are eligible in the geographic areas covered by those licences.
 - Primary licence holders that have subordinated their spectrum are not eligible to use the service in the geographic areas covered by those subordinated spectrum licences (except in sharing agreements described below).

³⁵ Bell Mobility proposed to include item 101.16(b) to its tariff.

- Regional wireless carriers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences.
249. The Commission is of the view that SaskTel’s tariff is incomplete with respect to the inclusion of all the conditions under which subordinated licence holders are eligible for MVNO access.
250. SaskTel’s proposed tariff provisions address only the first two determinations but fail to include the third determination:³⁶
- Regional wireless carriers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences.
251. The other incumbents have appropriately included the third scenario for eligibility with respect to subordinated spectrum in their proposed tariffs.
252. In light of the above, the Commission **directs** SaskTel to amend its tariff item 650.36.2 to state that regional wireless carriers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences.

Requirement to register as a “full MVNO”

253. At item 650.36.3.7 of its tariff, SaskTel requires that as a condition of service, the MVNO customer be registered with the Commission as a “full MVNO.”
254. In Telecom Decision 2022-288, the Commission determined that the only criteria to be eligible for the MVNO service is to be registered with the Commission as a wireless carrier, have a PMN somewhere in Canada, and be actively offering mobile wireless services commercially to retail customers.
255. Therefore, the Commission is of the view that SaskTel’s requirement that the customer be registered as a “full MVNO” is inappropriate.
256. In light of the above, the Commission **directs** SaskTel to change the term “full MVNO” to “wireless carrier” at tariff item 650.36.3.7.

Restrictions regarding the resale of resold service

257. In Telecom Decision 2022-288, the Commission indicated that the proposed resale-of-resale restrictions unfairly limit resale competition, which would not be consistent with the 2019 Policy Direction’s call to encourage all forms of

³⁶ See SaskTel TN 372B item 650.36.2.

competition in subparagraph 1(a)(i) and directed SaskTel and TCI to remove their resale-of-resale restrictions.

258. The Commission is of the view that RCCI's tariff item 902.1.4.e. places restrictions on the resale of resold service, which the Commission determined were inappropriate in Telecom Decision 2022-288.
259. In light of the above, the Commission **directs** RCCI to remove item 902.1.4.e. from its tariff.

Conclusion

260. The Commission is committed to implementing a facilities-based wholesale MVNO access service, pursuant to Telecom Regulatory Policy 2021-130. The Commission reminds the incumbents that, pursuant to Telecom Decision 2022-288, the Commission directed the following:
- Incumbents must have the service operational and ready for use no later than **30 days** following the date the tariffs are finalized (i.e., **8 June 2023**).
 - Seamless hand-off functionality must be in place within **90 days** following the date the tariffs are finalized (i.e., **7 August 2023**).
261. Parties should have executed agreements in place within **90 days** of the date of this order approving the final tariffs (i.e., **7 August 2023**). If this time frame is not met, the Commission will consider using all the tools at its disposal to ensure compliance with its framework.
262. The Commission **approves with changes** the incumbents' proposed tariffs, effective the date of this order, and **directs** them to issue the final tariff pages by **19 May 2023**, according to these determinations. Specifically, the Commission
- **directs** TCI to update its definition of the term "eligible spectrum," pursuant to the modification that it has suggested in response to Videotron's intervention;
 - **directs** RCCI to (i) replace its definition of the term "Tier 4 or Larger Commercial Mobile Spectrum Licence" with "Eligible Spectrum Licence" and (ii) update all associated references;
 - **directs** modification of Bell Mobility's item 101.1(a)(26), RCCI's item 901.1.6 g), and SaskTel's item 650.36.2 "Full MVNO" to remove the condition of full GSMA membership;
 - **directs** Bell Mobility to modify its definition of the term "end-user" as proposed in TN 6B;
 - **directs** RCCI to modify the last sentence of tariff item 902.2.2(c) as follows [changes indicated in strikethrough and bold]:

The general intent of this Article is to address the use by MVNO Customers of complex devices, or devices that have a very distinct purpose from any of the devices offered by the MVNO Customer to its own subscribers and does not apply to devices similar in nature to the devices ~~the MVNO Customer~~ Rogers offers to ~~its~~ their own subscribers [...];

- **directs** RCCI to remove the second sentence from its tariff item 902.2.2(b);
- **directs** TCI to modify the last sentence of tariff item 235.3A.24.c., as follows [changes indicated in strikethrough]:

All devices of the MVNO End-Customers, which are to be used for accessing the MVNO Wholesale Access Service on the VPMN or the OPMN, must be able to operate on the MVNO Wholesale Access Customer's PMN using the radio spectrum frequencies used by the MVNO Wholesale Access Customer's PMN ~~in the respective exchanges in which the MVNO End-Customers' mobile phone numbers are located.;~~

- **directs** TCI to remove item 235.3A.1.e. and 235.3A.1.f. from its tariff;
- **directs** Bell Mobility to make changes to its proposed wording in tariff items 101.1(a)(22) and 101.2(a), removing any reference to non-incident and/or permanent end-users of the MVNO customer;
- **directs** TCI to include UTRAN in its definition of the VPMN;
- **directs** Bell Mobility and TCI to revise their tariffs such that the MVNO access service includes access to future GSM-based network generations in their service descriptions, adopting similar language to SaskTel and RCCI's tariffs;
- **directs** Bell Mobility, RCCI, and SaskTel to add a reference to seamless hand-off being a functionality of the wholesale MVNO access service in the service description of their tariffs since it is a key feature of wholesale MVNO access service;
- **directs** Bell Mobility, RCCI, SaskTel, and TCI to revise their tariffs to state that seamless hand-off functionality is included as a key feature of the MVNO access service. However, the MVNO Customer may opt out of the seamless hand-off functionality at their discretion. The Commission expects that if an MVNO Customer opts out of seamless hand-off, this will be reflected in the negotiated rate for the MVNO access service;
- **directs** (i) TCI to delete the wording in its service description which refers to seamless hand-off as an add-on feature for wholesale MVNO access service, and (ii) Bell Mobility to remove the characterization of seamless hand-off as available upon request from their respective tariffs;
- **directs** TCI to modify its definition of "Home Network Inner Boundary" (TCI's tariff item 235.2), by completely removing the term "contiguous";

- **directs** RCCI to remove the term “contiguous” from the definition of “MVNO Customer Footprint” at tariff item 900.1.1;
- **directs** RCCI to reword tariff items 902.3.3(a) and (b) as follows [changes indicated in strikethrough and bold]:
 - a) To assist Rogers in network and capacity planning and deployment, MVNO Customer agrees to provide to Rogers once a year, beginning thirty (30) days prior to the commencement of MVNO Access and at least thirty (30) days prior to the beginning of each subsequent year thereafter, a good faith estimate, ~~in a mutually agreed to format,~~ of the aggregate volume of Services, represented in gigabytes (GB) of data, **comprising all voice, text, and data anticipated to be used by end-users over the forecast period,** to be used by End Users during ~~each three month~~ **the subsequent 12-month** period ~~of such year~~ based on a Tier 4 licence area level.
 - b) ~~If MVNO Customer expects a substantial increase to the number of End Users or use of Rogers’ Services in any calendar quarter due to a promotion or otherwise, MVNO Customer shall provide to Rogers a revised forecast as soon as the MVNO Customer becomes aware of such a change.~~ **On a good faith basis, MVNO Customers must notify RCCI of any significant changes to their traffic forecasts as soon as the MVNO Customer becomes aware of such a change.**
- **directs** Bell Mobility to remove items 101.23(b) and (c) from its tariff;
- **directs** RCCI to remove item 902.10.1(e) from its tariff and also remove any reference to item 902.10.1(e) from item 902.10.9.;
- **directs** RCCI to remove item 902.2.1(b) from its tariff;
- **directs** SaskTel to modify tariff item 650.36.4.14. as follows:

[w]here SaskTel intends to turn-down any of the services and/or technologies, including 3G, UMTS, HSPA, LTE, or any GSM-based network protocols, on the SaskTel PMN made available via this tariff, SaskTel shall provide eighteen (18) months prior written notice to the Full-MVNO, ~~to the contact outlined in the OMG.~~ [changes indicated in strikethrough];
- **directs** Bell Mobility, SaskTel, and TCI to modify their tariffs as follows:

[p]ursuant to section 24 of the Act, the Commission, as a condition of offering and providing wholesale MVNO access service, prohibits wholesale MVNO access providers from preventing regional wireless carriers **and MVNO resellers** from disclosing the identity of their wholesale MVNO access provider(s) to their current or potential end-users. This condition applies to all wireless carriers **and MVNO resellers,**

regardless of the network technology being used [changes indicated in bold];

- **directs** RCCI to modify its tariff item 902.12.1(a) as follows [changes indicated in strikethrough and bold]:

MVNO Customer **and MVNO resellers** may make it known to **their** ~~its~~ current and potential End-Users that Rogers is providing MVNO Access **and where Rogers is providing MVNO access**, hereunder by referencing “Rogers Communications” in its materials. In addition, MVNO Customer **and MVNO resellers** shall not market, advertise, promote or make any claim with respect to the performance, ~~geographic coverage~~ of Rogers’ PMN (~~including displaying the Available Rogers’ footprint PMN coverage on MVNO Customer’s coverage maps made available to its End-Users in a manner could be interpreted as being part of MVNO Customer’s own PMN~~), or overall MVNO Access experience, while relying on the use of the Rogers’ PMN pursuant to this Tariff.

- **directs** Bell Mobility to remove item 101.11(e)(1)(d) as proposed in Bell Mobility’s TN 6A;
- **directs** TCI to remove item 235.3A.9.b. from its tariff as proposed in TCI’s TN 563A;
- **directs** Bell Mobility to revise TN 6A item 101.17(a) to adopt the following wording:

Bell Mobility will be responsible for addressing any interception of private communications court orders and warrants relating to its network served on Bell Mobility by any governmental authority;

- **directs** Bell Mobility to include the following amendment originally proposed by Bell Mobility to its lawful intercept provisions:

To the extent that it is impossible for an MVNO Customer to meet regulatory obligations with respect to 9-1-1, lawful intercept, and emergency alerting due to the nature of MVNO Access (and not to limitations in the MVNO Customer’s capabilities), the Company shall provide the required support to allow the MVNO Customer to meet those obligations;

- **directs** SaskTel to amend its tariff item 650.36.2 to state that regional wireless carriers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences;
- **directs** SaskTel to change the term “full MVNO” to “wireless carrier” at tariff item 650.36.3.7; and
- **directs** RCCI to remove item 902.1.4.e. from its tariff.

Policy Direction

263. The Commission is required, in exercising its powers and performing its duties under the Act, to implement the policy objectives set out in section 7 of the Act, in accordance with any applicable policy directions issued by the Governor in Council. Currently, only the 2023 Policy Direction³⁷ is in effect and binds the Commission. The 2023 Policy Direction contains key objectives and particular considerations with respect to mobile wireless competition.
264. That said, by operation of the transitional provisions in the Act, the 2023 Policy Direction does not apply to each of the four proposed tariffs and respective TN amendments. It only applies to Bell Mobility's TN 6B which amends a single page in TN 6A containing various definitions.³⁸ This affects the determinations herein regarding Bell Mobility's definition of the term "end-user" [paragraphs 49 to 51].
265. Where no policy direction applies, the Commission must still exercise its duties and powers to implement policy objectives of the Act. The Commission considers that its determinations in this order implement the Act's policy objectives.
266. The Commission is of the view that, the regulatory measures it has determined are intended to: constrain the market power of dominant wireless carriers, expand competitive options for wireless service providers in the retail market, and promote the broad availability of a variety of retail options at affordable rates. Therefore, these determinations are consistent with the Canadian telecommunications policy objectives set out in paragraphs 7(a), (b), (c), (f), (g) and (h) of the Act.³⁹
267. While the 2023 policy direction does not apply to each of the four proposed tariffs and respective TN amendments, the Commission notes that its determinations in

³⁷ *Order Issuing a Direction to the CRTC on a Renewed Approach to Telecommunications Policy*, SOR/2023-23, 10 February 2023

³⁸ Subsections 11(2) and (3), together, state that an order imposing a policy direction only applies to matters pending before the Commission if the order states that it applies, subject to the limited exceptions that a new policy direction does not apply in respect of a pending matter if final submissions have been filed in respect of that matter and less than one year has expired since the filing of the final submissions. Section 21 of the new Policy Direction states that it applies in respect of matters pending before the Commission on the day it comes into force, 10 February 2023. Based on the date of final submissions, the new Policy Direction would only appear to apply to Bell Mobility's TN 6B which makes small amendments to a single page in TN 6A containing various definitions.

³⁹ The cited policy objectives are: 7(a) to facilitate the orderly development throughout Canada of a telecommunications system that serves to safeguard, enrich and strengthen the social and economic fabric of Canada and its regions; (b) to render reliable and affordable telecommunications services of high quality accessible to Canadians in both urban and rural areas in all regions of Canada; (c) to enhance the efficiency and competitiveness, at the national and international levels, of Canadian telecommunications; (f) to foster increased reliance on market forces for the provision of telecommunications services and to ensure that regulation, where required, is efficient and effective; (g) to stimulate research and development in Canada in the field of telecommunications and to encourage innovation in the provision of telecommunications services; and (h) to respond to the economic and social requirements of users of telecommunications services.

this order are consistent with the key objectives set out in the following paragraphs of the 2023 Policy Direction to: 2(a) encourage all forms of competition and investment, 2(b) foster affordability and lower prices, particularly when telecommunications service providers exercise market power, and 2(e) reduce barriers to entry into the market and to competition for telecommunications service providers that are new, regional or smaller than incumbent national service providers. The Commission's overall objective for mandated wholesale MVNO access is to constrain the market power of dominant wireless carriers, expand competitive options for wireless service providers in the retail market, and promote the broad availability of a variety of retail options at affordable rates.

268. The Commission considers that its determinations in this order in respect of Bell Mobility's TN 6B are consistent with the 2023 Policy Direction. Directing Bell Mobility to modify its definition of the term "end-user" such that the MVNO access service is available for consumer connected devices is consistent with objective 2(a) of the 2023 Policy Direction (encouraging all forms of competition and investment). Specifically, ensuring that consumer connected wearable devices are eligible for the service will encourage competition and investment in all forms of mobile wireless technologies.
269. Finally, the Commission notes that on a going forward basis, the 2023 Policy Direction also requires the Commission to monitor and assess the effectiveness of its approach to mandated wholesale MVNO, as well as adjust its approach as necessary, including by extending the duration of the mandate.

Secretary General

Related documents

- *Facilities-based wholesale mobile virtual network operator (MVNO) access tariffs – Commission determinations on proposed terms and conditions*, Telecom Decision CRTC 2022-288, 19 October 2022; as modified by Telecom Decision CRTC 2022-288-1, 31 October 2022
- *Updates to national wireless carriers' GSM-based wholesale mobile wireless roaming tariffs to incorporate seamless hand-off and 5G roaming*, Telecom Decision CRTC 2022-102, 6 April 2022
- *Review of mobile wireless services*, Telecom Regulatory Policy CRTC 2021-130, 15 April 2021
- *Wholesale mobile wireless roaming service tariffs – Final terms and conditions*, Telecom Decision CRTC 2017-56, 1 March 2017