

Canadian Radio-television and Telecommunications Commission

Telecom Decision CRTC 2024-197

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Quebecor Media Inc. – Establishment of wholesale mobile virtual network operator service with Bell Mobility Inc.

Summary

In Telecom Decision 2023-335, the Commission directed Bell Mobility Inc. (Bell Mobility) and Quebecor Media Inc. (QMI) to enter into a wholesale mobile virtual network operator (MVNO) access agreement so that QMI could expand its mobile wireless services to Canadians as quickly as possible. The decision followed a final offer arbitration (FOA) process between the parties.

After receiving a draft agreement from Bell Mobility, QMI filed an application with the Commission claiming that it had not obtained access despite meeting all requirements for the launch of the service. QMI requested that the Commission take the necessary steps to ensure that the service is provided. The parties have differing views on when Bell Mobility should begin providing service to QMI. They also have differing views on whether a written agreement is necessary and, if so, whether it can contain clauses that are not in Bell Mobility's MVNO tariff.

The Commission has considered the arguments of both parties and finds that the requirement to have a written agreement in place before the start of service is consistent with the MVNO access framework and Bell Mobility's tariff. The Commission also finds that the draft agreement sent by Bell Mobility to QMI is consistent with the approved terms and conditions in the tariff, and that it complies with the *Telecommunications Act*. For these reasons, the Commission is denying QMI's application.

However, the Commission has previously indicated its expectation that regional providers be able to launch MVNO service as quickly as possible. After an FOA process, a regional carrier like QMI should be able to obtain access to MVNO service quickly. While an MVNO access agreement is required to obtain MVNO service, an agreement does not depend on the rates for the MVNO service. Moreover, these agreements can take time to finalize. For these reasons, Bell Mobility should have provided QMI with a draft MVNO access agreement when QMI first inquired about the service instead of waiting until Telecom Decision 2023-335 was issued. The fact that an agreement is needed should not be used by any party as a reason to delay provision of the service.

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To ensure that the provision of the service can begin as quickly as possible in this case, the Commission directs Bell Mobility and QMI to enter into an MVNO access agreement by **12 September 2024**. The date of the agreement will serve as the commercial starting date of the service.

Background

- In Telecom Regulatory Policy 2021-130, the Commission mandated the provision of a wholesale facilities-based mobile virtual network operator (MVNO) access service. The purpose of the service is to enable regional wireless carriers to use the networks of Bell Mobility Inc. (Bell Mobility), Rogers Communications Canada Inc. (RCCI), TELUS Communications Inc. (TCI), and Saskatchewan Telecommunications (SaskTel) [collectively, the incumbents]. With access to the networks of the incumbents, smaller regional carriers can expand their customer footprint while they build out their own network.
- 2. In Telecom Regulatory Policy 2021-130, the Commission also determined that the terms and conditions for the service were to be set out in a tariff, and the rates commercially negotiated between parties, with final offer arbitration (FOA) as a recourse if negotiations failed.
- 3. In Telecom Decision 2022-288, the Commission directed the incumbents to
 - (a) begin accepting requests for wholesale MVNO access;
 - (b) enter into good-faith commercial negotiations with regional wireless carriers to agree upon rates; and
 - (c) have the service operational and ready for use no later than 30 days after the tariffs were finalized.
- 4. In that decision, the Commission also stated its expectation that parties would have executed agreements in place within 90 days of the date of the Commission's final approval of the tariffs.
- In Telecom Order 2023-133, the Commission gave final approval to the incumbents' MVNO access tariffs. The order was published on 9 May 2023, making 7 August 2023 the deadline to have agreements in place.
- 6. On 22 June 2023, Quebecor Media Inc. (QMI) requested that the Commission initiate a final offer arbitration (FOA) process to establish MVNO access rates between itself and Bell Mobility.
- In Telecom Decision 2023-335 (the FOA decision), the Commission directed Bell Mobility and QMI to enter into an MVNO access agreement consistent with Bell Mobility's offer during the FOA process so that QMI could expand its mobile services to Canadians as quickly as possible.

Application

- On 15 December 2023, QMI filed an application with the Commission on behalf of its subsidiaries Freedom Mobile Inc. (Freedom Mobile) and Videotron Ltd. (Videotron). QMI's application was filed after the FOA decision was issued, and after Bell Mobility provided QMI with a draft MVNO access agreement.
- 9. QMI submitted that Bell Mobility had not provided MVNO access to Freedom Mobile and Videotron by 11 October 2023, which QMI claimed was the launch date the parties had agreed upon.
- 10. QMI stated that Freedom Mobile and Videotron met all requirements for the launch of their MVNO services, and that steps to coordinate the launch with Bell Mobility were carefully followed. Moreover, QMI argued that it was not required to enter into an MVNO access agreement with Bell Mobility, because the rate for the service was set by the Commission in the FOA decision and the terms and conditions are set out in Bell Mobility's approved tariff.
- 11. QMI submitted that Bell Mobility, by not providing MVNO access to Freedom Mobile and Videotron in accordance with its tariff, had contravened section 24 and subsections 25(1) and 27(2) of the *Telecommunications Act* (the Act).
- 12. Accordingly, QMI requested that
 - the rate for MVNO access set out in paragraph 61 of the FOA decision be applied retroactively to 11 October 2023, including for traffic sent to TCI on the network TCI shares with Bell Mobility;
 - the necessary steps be implemented to give Freedom Mobile and Videotron MVNO access to Bell Mobility's network and to the network TCI shares with Bell Mobility; and
 - an administrative money penalty (AMP) be imposed on Bell Mobility, in accordance with section 72.001 of the Act.
- 13. The Commission received interventions in response to the application from Bell Mobility, the Public Interest Advocacy Centre (PIAC), and TCI.

Issues

14. The Commission has identified the following issues to be addressed in this decision:

• Does the MVNO access framework require that the access provider and the MVNO enter into an MVNO access agreement separate from the tariff?

- Is the MVNO access agreement that Bell Mobility submitted to QMI consistent with Bell Mobility's MVNO tariff¹ and thus in compliance with section 24 and subsection 25(1) of the Act?
- Has Bell Mobility given itself an undue preference by denying MVNO access to Freedom Mobile and Videotron and thus contravened subsection 27(2) of the Act?
- If Bell Mobility has contravened section 24, subsection 25(1), or subsection 27(2) of the Act, should the Commission impose an AMP on Bell Mobility?
- Should the rate for MVNO access set out in the FOA decision apply to roaming traffic that Freedom Mobile and Videotron have sent to TCI since 11 October 2023?
- How should the FOA process be adjusted to avoid this situation in the future?

Does the MVNO access framework require that the access provider and the MVNO enter into an MVNO access agreement separate from the tariff?

Positions of parties

- 15. QMI stated that, in anticipation of the FOA decision, it prepared for the launch of its MVNO service, and informed Bell Mobility of when it intended to launch the service for consumers. According to QMI, Bell Mobility agreed to a launch date of 11 October 2023.
- 16. QMI stated that, following the publication of the FOA decision on 10 October 2023, it was informed by Bell Mobility that it would receive a service agreement for MVNO access. According to QMI, Bell Mobility stated that the MVNO access service would only begin after an agreement had been signed. QMI submitted that such an agreement is not necessary and should not contain terms that deviate from those approved in Bell Mobility's tariff.
- 17. QMI referenced the tariff provisions of other incumbents with respect to MVNO access. According to QMI, RCCI's and TCI's tariffs introduce an agreement that is defined more as an ancillary agreement than as a prerequisite for MVNO access. It also argued that SaskTel requires a simple exchange of relevant technical documents followed by a reciprocal verbal or written sign-off.

¹ Access Services Tariff for Interconnection with Carriers and Other Service Providers CRTC 15011, section 101, Wholesale Access Service for Facilities-Based Mobile Virtual Network Operators (MVNOs)

- 18. QMI submitted that Bell Mobility, by requiring that an MVNO access agreement be signed, is interpreting a term of its tariff in an unreasonable manner to delay the launch of Freedom Mobile's and Videotron's MVNO service on its network.
- 19. PIAC commented on the Commission's direction to the parties in the FOA decision to enter into an MVNO access agreement. In PIAC's view, the wording is ambiguous as to the nature of this agreement and whether it simply requires a contractual iteration of the approved terms and conditions in the tariff.
- 20. Bell Mobility stated that, as set out in its MVNO tariff and the MVNO access framework, parties must first enter into an MVNO access agreement that establishes a commercial starting date before a new MVNO access service can be launched. The access rate would only apply after the service is launched. Bell Mobility submitted that at no point did it agree that 11 October 2023 would be the commercial starting date for MVNO access.
- 21. Because the Commission had not yet issued the FOA decision at the time of the discussions that QMI referred to, nor provided an indication as to when it would do so, Bell Mobility submitted that it could not have agreed to the date that QMI claims was the agreed-upon launch date.

Commission's analysis

22. Bell Mobility's MVNO tariff includes the following definitions:

- Item 101.1(a)(2) "Agreement" means the MVNO Access Agreement and either (i) the MVNO Access Rates Agreement or (ii) the Final Arbitration Rates;
- Item 101.1(a)(23) "MVNO Access Agreement" means the agreement between the Company and the MVNO Customer with respect to the implementation of MVNO Access; and
- Item 101.3(a) The actual Commercial Starting Date for MVNO Access is the date agreed to by both the Company and the MVNO Customer (the "Commercial Starting Date") in written form after entering into the Agreement, successful completion of all network and billing test procedures, and compliance with section 12.²
- 23. The Commission considers that item 101.1(a)(2) requires that the parties enter into an MVNO access agreement. This view is supported by the wording of FOA decisions to date, in which the Commission directs parties to enter into an agreement.

² Section 12 refers to forecasts and traffic off-loading.

- 24. The Commission also notes that item 101.3(a) specifies that an MVNO access agreement is a prerequisite for setting a commercial starting date for MVNO access.
- 25. The Commission is of the view that Bell Mobility's tariff is consistent with other Commission-approved tariffs filed by incumbents in that they also treat an agreement as a prerequisite to obtaining MVNO access and not as ancillary to obtaining access.
- 26. For example, RCCI's tariff³ sets out the following:
 - "MVNO Access" shall mean the provision of services to an MVNO Customer pursuant to the terms and conditions of this Tariff and an MVNO Arrangement; and
 - "MVNO Arrangement" means an arms-length agreement entered into by Rogers [RCCI] that provides to a third party access to certain geographic areas of Rogers' PMN [public mobile network].
- 27. TCI's tariff⁴ states that, prior to obtaining MVNO access, an MVNO must sign a commercial agreement with TCI that includes a commercial starting date.
- 28. The Commission notes that SaskTel's tariff⁵ also requires an agreement. It states that service will be provided in accordance with its tariff and with the agreement signed between SaskTel and the MVNO.
- 29. The Commission notes that while the wording is different in the various Commissionapproved tariffs, they all require an agreement prior to a wholesale customer obtaining MVNO service.
- 30. Furthermore, while Bell Mobility and QMI filed evidence of various exchanges via emails and telephone calls, as well as affidavits, those documents did not clearly establish that there was an agreement regarding the commercial starting date.
- 31. In light of the above, the Commission finds that Bell Mobility requiring an MVNO access agreement prior to providing the access service at the rate set out in the FOA decision is consistent with the company's MVNO tariff and the MVNO access framework.
- 32. In the absence of an MVNO access agreement and any written confirmation of an agreed-upon starting date, the Commission cannot conclude that Bell Mobility and QMI agreed to a commercial starting date.

³ Access Services Tariff CRTC 21530, Part I, item 900

⁴ Carrier Access Tariff CRTC 21462, item 235.3A(3)

⁵ Competitor Access Tariff CRTC 21414, item 650.36(3.2)

33. However, the Commission has previously indicated its expectation that regional providers be able to launch MVNO service as quickly as possible. After an FOA process, a regional carrier like QMI should be able to obtain access to MVNO service quickly. While an MVNO access agreement is required to obtain MVNO service, an agreement does not depend on the rates for the MVNO service. Moreover, these agreements can take time to finalize. For these reasons, Bell Mobility should have provided QMI with a draft MVNO access agreement when QMI first inquired about the service instead of waiting until the FOA decision was issued. The fact that an agreement is needed should not be used by any party as a reason to delay provision of the service.

Is the MVNO access agreement that Bell Mobility submitted to QMI consistent with Bell Mobility's MVNO tariff and thus in compliance with section 24 and subsection 25(1) of the Act?

Positions of parties

- 34. QMI noted that in Telecom Decision 2022-288⁶ the Commission stated that regional wireless carriers should look at the terms and conditions of the relevant MVNO access tariff to ensure that the MVNO access service offered is consistent with the Commission's determinations in Telecom Regulatory Policy 2021-130.
- 35. QMI identified several clauses in the draft agreement submitted by Bell Mobility that it argued deviate from the tariff.
- 36. Bell Mobility submitted that the MVNO access framework contemplates that parties will negotiate additional terms and conditions that are not specified in the MVNO tariff but are nevertheless contemplated by it. Furthermore, it submitted that parties may negotiate other terms and conditions separate from, but not inconsistent with, the MVNO tariff.
- 37. Bell Mobility noted that, from a regulatory perspective, the MVNO access agreement is not, and was never intended to be, an off-tariff agreement. Rather, it adds incremental detail, as contemplated and, in many cases, required by the MVNO tariff.
- 38. Bell Mobility stated that the issues raised by QMI could have been clarified and addressed between the parties, noting that it had responded to QMI on 18 January 2024 with a second proposal to address QMI's potential concerns.

Commission's analysis

39. In Telecom Regulatory Policy 2021-130, the Commission decided that, to avoid lengthy negotiations for MVNO access, the terms and conditions of the service should be established in a tariff.

⁶ See paragraph 158.

- 40. However, tariffs do not necessarily need to contain every term and condition between the parties. The tariff for a mandated service sets out the scope of a service that the Commission requires a company to provide to foster competition. Commercial terms from negotiated agreements that do not define the scope of the mandated service are not appropriate for the tariff. The Commission previously expressed this view in Telecom Decision 2017-56.⁷
- 41. The Commission has reviewed the agreement proposed by Bell Mobility, paying close attention to the clauses identified by QMI, and has considered the arguments of both parties. The Commission is of the view that the clauses contained in the proposed agreement are consistent with Bell Mobility's MVNO tariff.
- 42. Regarding the commercial starting date, the Commission notes that it is defined in the tariff as the date agreed to by both parties in written form after entering into the agreement. This provides significant discretion to the parties to negotiate that date. Nevertheless, the Commission considers that it could remain an obstacle to the parties reaching an agreement. Therefore, to ensure that the MVNO service will be made available to QMI swiftly, the Commission will establish the commercial starting date for the parties in this instance.
- 43. Most of the additional clauses in the agreement are ancillary in nature and are consistent with the tariff. The Commission notes that, in general, ancillary terms and conditions outline how an agreement will be implemented, managed, and governed, rather than the rights and obligations related to the service itself. Ancillary terms and conditions may not be part of the tariff, but their absence in an agreement could result in disputes, because the contractual relationship between the parties would not be clearly defined. For this reason, when the Commission directed Bell Mobility and QMI to enter into an MVNO access agreement in the FOA decision, it expected them to negotiate reasonable ancillary terms and conditions in good faith.
- 44. Ancillary terms and conditions are not expected to be contentious, and it should be possible for parties to negotiate such terms quickly. The Commission considers that most of the terms and conditions of the MVNO access agreement are beneficial to both parties and do not put additional burden on either Bell Mobility or QMI. Moreover, in the Commission's view, the absence of these terms and conditions could result in disputes.
- 45. The Commission notes that clause 24 of the MVNO access agreement appears to impose a significant additional burden on the MVNO. In the Commission's view, this clause could be an obstacle to an agreement, because it would benefit one party while putting an additional burden on the other. The Commission therefore considers that clause 24 or any similar clause should not be included in MVNO access agreements.

⁷ See paragraph 12.

- 46. In light of the above, the Commission finds that the MVNO access agreement proposed by Bell Mobility is consistent with the approved terms and conditions established in its MVNO tariff and is thus in compliance with section 24 and subsection 25(1) of the Act.
- 47. However, the Commission expects parties to enter into an agreement quickly. Accordingly, the Commission directs Bell Mobility and QMI to enter into an MVNO access agreement by **12 September 2024**. The date of the agreement will serve as the commercial starting date of the service. The agreement signed should not include clause 24 of the proposed MVNO access agreement or any clause of the same nature.
- 48. If the parties have not reached an agreement on certain clauses by the commercial starting date, they can request that the Commission issue a ruling to resolve any outstanding matter related to those clauses. Resulting clauses could be added to the agreement by way of amendments, but they are not to delay the commercial starting date.

Has Bell Mobility given itself an undue preference by denying MVNO access to Freedom Mobile and Videotron and thus contravened subsection 27(2) of the Act?

Positions of parties

- 49. QMI stated that the Commission must consider whether Bell Mobility has treated QMI unfairly by refusing, even temporarily, to apply its tariff while continuing its customer acquisition activities in the territories of Freedom Mobile and Videotron. QMI submitted that the Commission needs to consider whether, in so doing, Bell Mobility has given itself an undue preference contrary to subsection 27(2) of the Act.
- 50. QMI noted that the MVNO framework is mandated for seven years, and that in Telecom Decision 2022-288⁸ the Commission stated that it would consider adding time to the seven-year mandate if there were delays in the signing of MVNO agreements.⁹ QMI stated that, because Bell Mobility has ignored this warning, the seven-year period for Freedom Mobile's and Videotron's MVNO access to Bell Mobility's network should be calculated from 11 October 2023.
- 51. Bell Mobility submitted that the facts do not support QMI's allegations. Bell Mobility stated that QMI's MVNO service has been in place since 12 October 2023 at the latest, when QMI publicly announced its launch. Bell Mobility submitted that QMI is already operating successfully as an MVNO, presumably pursuant to arrangements it has in place with RCCI. Moreover, it noted that Freedom Mobile and Videotron subscribers already have access to Bell Mobility's network under Commission-

⁸ See paragraph 344.

⁹ The paragraph in question stated the expectation that agreements would be in place within 90 days and stated that the Commission would consider adding time to its seven-year mandate (which was calculated from the date the tariffed terms and conditions were finalized) if that timeframe was not respected.

approved roaming tariffs. Bell Mobility stated that such access has remained in place throughout the negotiation of the MVNO access agreement.

Commission's analysis

- 52. Under the Commission's general approach to allegations of undue preference, the party making the allegation must first provide sufficient evidence to establish a *prima facie* case that a preference exists. Once this is done, the onus shifts to the respondent party to establish that the preference is not undue, as required by subsection 27(4) of the Act.
- 53. As stated previously, Bell Mobility's MVNO tariff and the FOA decision both contemplate the parties entering into an agreement. Based on this, the Commission is of the view that QMI has not established a *prima facie* case of preference, because Bell Mobility's conduct is compliant with the requirement to sign an MVNO access agreement before MVNO service can become available.
- 54. The Commission therefore considers that Bell Mobility has not contravened subsection 27(2) of the Act.
- 55. The Commission notes, however, that parties should be aware that delay tactics may contravene subsection 27(2) of the Act and may trigger compliance measures such as AMPs. With respect to QMI's request that the phase-out period for Freedom Mobile's and Videotron's MVNO access to Bell Mobility's network be extended, the Commission notes that in Telecom Regulatory Policy 2021-130, it stated that it may add time to a phase-out period if delays are due to prolonged regulatory processes or implementation of a service. The Commission is of the view that it would be premature to extend the phase-out period based on one case. Furthermore, in the present circumstances, both parties may have had an effect on timelines to date.
- 56. Therefore, the Commission denies QMI's request to extend the phase-out period at this time. However, the Commission may consider doing so in other circumstances.

Should the Commission impose an AMP on Bell Mobility?

Commission's analysis

57. Given that the Commission has not found that Bell Mobility contravened section 24, subsection 25(1), or subsection 27(2) of the Act, there is no basis to issue an AMP.

Should the rate for MVNO access set out in the FOA decision apply to roaming traffic that Freedom Mobile and Videotron have sent to TCI since 11 October 2023?

Positions of parties

- 58. QMI noted that in Telecom Decision 2022-288¹⁰ the Commission required Bell Mobility to adjust its tariff provisions to specify that the coverage area for the MVNO access service includes the network owned and operated by TCI, in accordance with their network-sharing agreement.
- 59. QMI submitted that because it has not received MVNO access service from Bell Mobility, it has also not received MVNO access on TCI's portion of the shared network. As a result, traffic that it has sent directly to TCI has not been treated as MVNO traffic, and TCI has not charged the MVNO access rate established in the FOA decision.
- 60. TCI noted that the MVNO framework allows for an eligible wireless carrier to obtain MVNO service in TCI's network area via an MVNO agreement with Bell Mobility. TCI submitted that if QMI wishes to take advantage of the MVNO framework and acquire access to TCI's network area via Bell Mobility, it must first obtain MVNO service from Bell Mobility. TCI stated that QMI must send that traffic to Bell Mobility pursuant to an MVNO access agreement between those two parties.
- 61. TCI further noted that when a carrier sends traffic directly to TCI for roaming coverage, TCI is required to treat that traffic as roaming and charge the applicable roaming rate.
- 62. QMI did not specifically address TCI's intervention. QMI stated that its application relates only to Bell Mobility, which has an obligation to provide access to the network it shares with TCI, both under the MVNO access framework and the tariff.

Commission's analysis

- 63. As determined in paragraph 31 of this decision, an MVNO access agreement is required between Bell Mobility and QMI for Bell Mobility's MVNO service to be provided to QMI. With that agreement, Freedom Mobile and Videotron could send traffic to Bell Mobility that is destined for TCI's portion of the shared network, and it would be treated as MVNO traffic and rated as such. However, QMI cannot acquire access to TCI's network area via Bell Mobility without first obtaining MVNO service from Bell Mobility.
- 64. The Commission therefore denies QMI's request that the MVNO access rates set out in the FOA decision be applied to roaming traffic sent to TCI since 11 October 2023.

¹⁰ See paragraph 294.

How should the FOA process be adjusted to avoid this situation in the future?

Commission's analysis

- 65. In its three FOA decisions to date, the Commission directed parties to enter into an MVNO access agreement consistent with the selected MVNO access rate so that QMI could expand its mobile wireless services to Canadians as quickly as possible.
- 66. Although the circumstances that gave rise to the current application are likely isolated, the Commission considers that its expectations with regard to the FOA process could be clarified. Specifically,
 - parties to FOA will be expected to have started negotiations on an agreement containing the tariffed terms and conditions and any ancillary terms by the time the FOA process is underway, at the very latest, to ensure that the service can be provided as soon as possible after an FOA decision is issued;
 - when it issues an FOA decision, the Commission may consider imposing a deadline for agreements to be in place; and
 - in the event of non-compliance with an incumbent's tariff or any imposed deadlines, the Commission will consider (i) all relevant circumstances and the chain of events, including whether information was relayed in a timely manner by the parties, and (ii) all enforcement options, including the imposition of an AMP.

Conclusion

67. In light of all the above, the Commission denies QMI's application on the basis that

- Bell Mobility's requirement for an MVNO access agreement prior to the application of the rate set out in the FOA decision is consistent with Bell Mobility's MVNO tariff and the MVNO access framework;
- Bell Mobility and QMI did not agree to a commercial starting date for MVNO access;
- the MVNO access agreement sent by Bell Mobility to QMI is consistent with the approved terms and conditions established in Bell Mobility's MVNO tariff and thus in compliance with section 24 and subsection 25(1) of the Act;
- Bell Mobility has not contravened subsection 27(2) of the Act by giving itself an undue preference; and
- given that the Commission has not found that Bell Mobility contravened section 24, subsection 25(1), or subsection 27(2) of the Act, there is no basis for the issuance of an AMP.

- 68. Moreover, the Commission denies QMI's requests to (i) extend the phase-out period for Freedom Mobile's and Videotron's MVNO access to Bell Mobility's network; and (ii) apply the MVNO access rates set out in the FOA decision to traffic sent to TCI since 11 October 2023.
- 69. The Commission reminds all parties that they are expected to enter into an agreement quickly. Accordingly, the Commission directs Bell Mobility and QMI to enter into an MVNO access agreement by **12 September 2024**. The date of the agreement will serve as the commercial starting date of the service. The agreement signed should not include clause 24 of the proposed MVNO access agreement or any clause of the same nature.
- 70. If the parties have not reached an agreement on certain clauses by the commercial starting date, they can propose wording for those clauses and file it with the Commission for its decision. Resulting clauses could be added to the agreement by way of amendments, but they are not to delay the commercial starting date.
- 71. Finally, the Commission clarifies its expectations with regard to the FOA process as follows:
 - Parties to FOA will be expected to have started negotiations on an agreement containing the tariffed terms and conditions and any ancillary terms by the time the FOA process is underway, at the very latest, to ensure that the service can be provided as soon as possible after an FOA decision is issued.
 - When the Commission issues an FOA decision, it may consider imposing a deadline for agreements to be in place.
 - In the event of non-compliance with an incumbent's tariff or any imposed deadlines, the Commission will consider (i) all relevant circumstances and the chain of events, including whether information was relayed in a timely manner by the parties, and (ii) all enforcement options, including the imposition of an AMP.

Secretary General

Related documents

- Final offer arbitration between Bell Mobility Inc. and Quebecor Media Inc. regarding wholesale mobile virtual network operator access rates, Telecom Decision CRTC 2023-335, 10 October 2023
- Wholesale mobile virtual network operator (MVNO) access tariffs Amended terms and conditions, Telecom Order CRTC 2023-133, 9 May 2023

- 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 amended by Telecom Decision CRTC 2022-288-1, 31 October 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