



February 18, 2021

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Rogers Communications
855 York Mills Road
North York, Ontario
M3B 1Z1

Re: CCTS Complaint #1084337

On January 8, 2021, we issued a Recommendation regarding the above complaint. As ██████████ rejected our Recommendation, I am required to issue a Decision under Section 13 of our Procedural Code (“the Code”).

Our Recommendation

██████████ alleged that on October 19, 2019, he called and spoke to a Rogers representative who offered a \$2,700 credit for porting in nine wireless numbers.¹ ██████████ said that he visited a Rogers retail store two days later and proceeded to port-in his nine numbers, with the understanding that the aforementioned credit would be provided, upon entering into the agreement.

According to Rogers, one of its agents had *mistakenly* offered \$200 per line to port over the numbers. However, it maintained that, prior to the port, its retail agent was advised that the offer was *invalid*, and the customer proceeded to port his nine numbers, with the understanding that no credits would be applied.

Our investigation, therefore, centered on determining the terms of the agreement at the time of the port, and whether the customer agreed to port-in his numbers knowing that the credits were not part of the agreement. This necessitated a review of the contracts associated with each of the numbers that were ported, and an examination of the documents and information provided by each party.

During our investigation, ██████████ asserted that he did not receive any contracts. When we asked Rogers, it was unable to provide the contracts, nor was it able to demonstrate that it provided them

¹ The total consisted of \$300 for each “Bring Your Own Device” (BYOD) line he would be transferring. BYOD lines are month-to-month, and not linked to fixed-term contracts and/or cancellation fees.

to ██████ after he entered into the agreement. We therefore concluded that the contracts were never given to the customer, and Rogers thus breached section B.1.i.a of the Wireless Code.²

We also asked Rogers to provide copies of the October 2019 call recordings; however, they were unavailable. We found this response to be problematic, and it is addressed in greater detail below.

After a review of the documents and supporting information provided by each party, we found no evidence upon which we could conclude that ██████ was offered anything other than \$200 per line to port-in his numbers. We also found that while Rogers advised its retail agent that the aforementioned offer was invalid, it was unable to demonstrate that the retail agent communicated this information to ██████ prior to entering into the agreement.

We concluded that Rogers failed to demonstrate it reasonably performed its obligations toward ██████ and recommended it apply a lump-sum credit of \$1,800 to his account – \$200 per line ported in.

Objection to the Recommendation

Under Section 13 of the Procedural Code a party may reject a Recommendation. That party is required to explain why he or she considers it to be unacceptable or inappropriate.

While Rogers accepted it, ██████ rejected the Recommendation on January 28, 2021, asserting that the agreement was for \$300 per line. He therefore requested that Rogers provide a \$2,700 credit, plus an additional unspecified amount, as compensation for the inconveniences he endured.

Analysis of the Objection

In support of his objection, ██████ provided copies of text messages he received from his brother on October 21, 2019, which indicate Rogers offered \$300 per line.³ He added that Rogers failed to adequately respond to his concerns prior to his CCTS complaint submission, as it consistently ignored his requests and frequently argued with him on various aspects of his concerns. He also believes Rogers failed to provide documentation it ought to have retained, which he says would have helped support his position, such as the account notes associated with his call to Rogers on October 19, 2019.

With respect to the text messages, we concluded that they were sent from ██████ brother, ██████ and therefore they do not represent direct correspondence, or commitment, from Rogers. As such, we do not believe this information supports ██████ position that Rogers' offer consisted of \$300 per line.

² Section B.1.i.a of the Wireless Code states that a service provider *must* give the customer a permanent copy of the contract and related documents immediately after the customer agrees to the contract.

³ These documents were provided after the Recommendation was issued on January 8, 2021.

We also feel that some confusion and frustration may have resulted from the fact that it was actually [REDACTED] brother, [REDACTED]⁴ who made the initial call in October 2019. [REDACTED] was also the one who first reported the missing credits. [REDACTED] was apparently unaware of [REDACTED] actions when he later contacted Rogers to report his concerns.

We concluded, however, that whether Rogers was discussing the complaint with [REDACTED] or his brother, [REDACTED] its response was timely and its position was consistent, that is, no \$300 per line offer was ever presented. We have discovered no reliable evidence to the contrary.

With respect to [REDACTED] other claim, the account notes for the October 19, 2019 phone call were indeed provided to us by Rogers, and they *did not* help support his position. However, as we mentioned above, we did take issue with Rogers' inability to provide copies of the October 2019 call recordings.

In response to our request, Rogers explained its policy is such that call recordings beyond 12 months are not saved due to "server limitations."

We found Rogers' response problematic for the following reasons:

- It listened to the call recordings over the course of its own internal investigation, which was conducted in May 2020;
- It was in receipt of [REDACTED] CCTS complaint in August 2020, and therefore aware that the issue was under investigation; and
- Both occurred within the 12-month period set out in Rogers' said policy.

The importance of the call recordings in relation to [REDACTED] complaint is self-evident. Given that [REDACTED] complained to Rogers in a timely manner and that Rogers knew, within its self-described destruction period, that the recordings were fundamental to the complaint, Rogers ought to have taken reasonable steps to preserve them until the end of the CCTS investigation. In light of these concerns, we ask Rogers to provide to us its written policy(ies) on retention of call recordings, in order for us to examine the extent to which it includes directions to retain call recordings in matters that are the subject of customer complaints.

Decision

Section 11.5 of our Procedural Code provides that in formulating a Decision the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation.

After a review of the documents and reasons provided by [REDACTED] we do not believe any change to our initial Recommendation is warranted. It is therefore our Decision that Rogers apply a lump-sum credit of \$1,800 to [REDACTED] account.

⁴ At the time, [REDACTED] brother, [REDACTED] was listed as a co-user on the account, and therefore he was authorized to discuss the services with Rogers.

Further to Sections 11.7 and 11.8 of our Procedural Code, [REDACTED] may accept or reject this Decision within 20 days of receipt, and we ask that he inform us of her decision as soon as possible. Should he decide to reject this Decision, he may pursue this complaint through any other forum and Rogers shall be fully released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker
Commissioner