

ANNOTATED GUIDE TO THE CCTS PROCEDURAL CODE

Version: 2.0 | updated May 2023

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INTRODUCTION

The CCTS developed this guide to help stakeholders understand how the CCTS interprets and applies the CCTS Procedural Code (“the Code”).

The Code is the framework governing how the CCTS accepts, investigates, and resolves complaints made by customers against service providers that participate in the CCTS. The Code is not intended to be a legalistic document, interpreted narrowly and strictly. Instead, the CCTS interprets the provisions of the Code in a broad and flexible manner in order to process complaints fairly and efficiently.

The structure and mandate of the CCTS is reviewed and approved by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”), and was last reviewed in 2016 (see Broadcasting and Telecom Regulatory Policy [CRTC 2016-102](#)). All telecommunications service providers and large, licensed television service providers and their related exempt (i.e. unlicensed) television service providers are required to participate in, and fund, the CCTS. These service providers, called Participating Service Providers (“**PSPs**”) agree to abide, and be bound, by the Code as a condition of participation in the CCTS. The CCTS monitors PSPs’ compliance with their obligations and publishes an annual [Compliance Monitoring Report](#). Failure to comply with the Code constitutes an event of default, and depending on the seriousness of the non-compliance, may result in various consequences, including publicly identifying the non-compliant PSPs and/or terminating the Participation Agreement against the PSP, resulting in the PSP being in contravention of a CRTC regulatory requirement.

The CCTS may only accept complaints from customers of PSPs, about services that fall within the CCTS’ mandate, subject to certain limitation periods, and certain mandatory exceptions and discretionary exceptions. As a general organizing principle, the CCTS can accept complaints about unregulated telecommunications and television distribution services, but not about subject matters that: (i) are handled by another authority; (ii) are regulated; or (iii) relate to the content being transmitted over telecommunications or broadcasting networks. As technology and business models evolve, the CCTS is required occasionally to make determinations about the scope of our mandate.

An overview of the processes used by the CCTS for complaint-handling is found in the annotations for [section 2](#). Rights and obligations of customers and PSPs are found throughout the Code, including sections [6](#), [7](#), [8](#) and [15](#).

This document is for illustrative purposes only. The CCTS is one component of a dynamic, rapidly evolving communications regulatory ecosystem in Canada, and retains discretion to treat individual complaints differently than the examples provided to account for changing circumstances. Although the CCTS strives for consistency in its handling of complaints, the CCTS is not bound by previous Investigation Findings (see annotation to section [20](#)).

SECTION 1 - INTERPRETATION

1.1 In this Code,

- (a) “CCTS” means the Commission for Complaints for Telecom-television Services Inc. / Commission des plaintes relatives aux services de télécom-télévision inc.;
- (b) “Code” means this Procedural Code, as amended from time to time;
- (c) “Commissioner” means the Chief Executive Officer of CCTS;
- (d) “CRTC” means the Canadian Radio-television and Telecommunications Commission;
- (e) “Customer” means (i) an individual or Small Business that received, or has contracted to receive, telecommunications services from a Participating Service Provider; and (ii) an individual that received, or has contracted to receive, television services from a Participating Service Provider;
- (f) “Investigation Findings” means Investigation Findings made under Section 12, and includes amended Investigation Findings issued pursuant to Section 14.3(a) and confirmed Investigation Findings issued pursuant to Section 14.3(b);
- (g) “Participating Service Providers” means those telecommunications service providers and television service providers who are required to, and have, become participants in CCTS as shown from time to time on the CCTS’ website; and
- (h) “Small Business” means a business whose: (i) net monthly invoice for all telecommunications services in the month preceding the month in which a complaint is made against such Participating Service Provider; or (ii) average net monthly invoices for all telecommunications services in the three (3) month period preceding the month in which a complaint is made against such Participating Service Provider, did not exceed \$2,500.

ISSUE 1: WHO IS A “CUSTOMER”?

The CCTS can only accept complaints from a customer. For telecommunications complaints, a “customer” is a person or small business that received, or has entered into an agreement to receive, an eligible telecommunications service, and whose complaint relates to that service. For television complaints, a customer is a person (but not a business of any type) that received, or has entered into an agreement to receive, an eligible television service, and whose complaint relates to that service. For more information regarding what is considered an eligible telecommunications or television service, see the annotations for [section 3.1](#).

Customers who wish to file a complaint must do so by the deadlines specified by the Code. For further information on the deadline (i.e. limitation period) to file a complaint, see the annotations to [sections 10.3-10.5](#).

The CCTS cannot accept complaints from anyone who is not a customer of the PSP. Although the CRTC-developed [Television Service Provider Code](#), which the CCTS administers, imposes certain obligations on television service providers in respect of “consumers”, in addition to requirements in respect of “customers”, the CCTS cannot accept complaints from persons who do not receive or have not agreed to receive, service from the PSP.

Examples of complaints that CCTS cannot accept because the complaint is not submitted by a “customer”:

- A complaint submitted by an account user without the authorization of the account holder. An account user is someone who uses the service but is not responsible for the account. For example:
 - an employer provides and pays for a phone on behalf of an employee. The employee cannot submit a complaint without the employer’s consent.
 - a parent adds their child as a user to their phone plan. The child can only submit a complaint with the permission of the parent.
- a complaint submitted by an individual on behalf of a small business without the small business’ authorization;
- a complaint about a service that is not included in the customer’s contract with the PSP;
- a complaint submitted by a person who has not signed up for telecommunications or television service with a PSP.

ISSUE 2: WHICH SERVICE PROVIDERS MUST BE A “PARTICIPATING SERVICE PROVIDER”?

Large telecommunications service providers have been mandatory participants in the CCTS since December 2007. For telecommunication service providers that are not yet participants in the CCTS, the CRTC requires them to join the CCTS once the CCTS receives an in-scope complaint about that provider.

Licensed television service providers are required to participate in the CCTS when mandated to do so by the CRTC. Most major television service providers have joined the CCTS.

ISSUE 3: WHAT IS A “SMALL BUSINESS”?

In order to accept a complaint from a business, the business must be a small business and the complaint must be about telecommunications services.

The CCTS considers a business to be a “small business” if the total amount for all telecommunications services —not just the telecommunications services provided to the customer by the PSP in question — for either the previous month, or the monthly average of the 3 previous months, is less than \$2,500 per month.

When determining the total amount for telecommunications services, the CCTS will use the base monthly fee as provided in the contract and any additional charges such as data overages, long distance charges, or roaming fees (unless the additional charges are being disputed in the complaint).

SECTION 2 – FUNCTIONS, POWERS AND DUTIES OF COMMISSIONER

2.1 The Commissioner shall:

2.1The Commissioner shall:

- (a) receive and assess the eligibility of complaints and determine whether a complaint falls within the scope of this Code;*
- (b) deal with complaints impartially and efficiently after attempts at resolution between a Customer and a Participating Service Provider have proven ineffective, either:*
 - (i) through a conciliation process by which a mutually acceptable resolution is facilitated; or*
 - (ii) through an investigation process that culminates in Investigation Findings;*
- (c) carry out the functions, powers and duties prescribed in this Code, and such other functions, powers and duties as may be directed by the Board of Directors of CCTS from time to time; and*
- (d) be bound by and at all times act within and give effect to this Code.*

2.2 In carrying out their functions, powers and duties, the Commissioner shall act in a manner that is independent and impartial, accessible and efficient. Without limiting the generality of the foregoing, the Commissioner shall:

- (a) remain impartial to the interests of the Participating Service Providers, as between the Participating Service Providers, and from and as between their respective customers;*
- (b) not act as an advocate for Participating Service Providers, customers, or any other person;*
- (c) provide the services of his or her office in English and French and in such other languages as the Commissioner deems appropriate;*
- (d) endeavour to secure the most appropriate, efficient and effective resolution of every complaint on its merits;*
- (e) provide the services of their office without charge to Customers;*
- (f) provide the services of their office in a non-legalistic manner; and*
- (g) follow cost-effective business practices in order to provide the services of their office in an economically efficient manner.*

ISSUE 1: WHAT PROCESS DOES THE CCTS FOLLOW WHEN HANDLING AN IN-SCOPE COMPLAINT?

Once a complaint is submitted, the CCTS will determine if it can be accepted based on whether it meets the requirements of the Code. When the CCTS is considering whether to accept a complaint, the CCTS only considers whether a complaint meets the requirements of the Code. The CCTS cannot consider whether the complaint has merit in deciding whether the complaint can be accepted.

In order to be accepted, the complaint must meet the following criteria:

- the complaint is submitted by a customer or their authorized representative and is against a service provider required to participate in the CCTS ([section 1](#));
- the issue in the complaint is not listed as a service or subject matter excluded from CCTS' mandate ([section 3.1](#));
- the complaint itself is not about a PSP's policies or general operating practices ([section 4.3](#)). While the CCTS can accept a complaint about whether the PSP followed its usual policies or general operating practices, the CCTS cannot accept a complaint disagreeing with the PSP's policies or general operating practices;
- the customer previously brought the complaint to the attention of the PSP and afforded the PSP a reasonable opportunity to investigate and resolve the matter ([section 10.1](#));
- the complaint has not already been the subject of a previous determination by the CCTS ([section 10.2\(a\)](#));
- the complaint has not been, or is not being, currently considered by another tribunal, court or agency that has the authority to compensate the customer ([section 10.2\(b\)](#)); and
- The complaint was submitted within the timeline required by the Code ([sections 10.3 and 10.5](#)).

This procedural-based eligibility assessment allows the CCTS to efficiently and cost-effectively process complaints. For further clarification regarding the Code's requirements for complaints, please review the annotations for [sections 1, 3, 4.3, 9](#) and [10](#).

SECTION 3 - SCOPE

3.1 The Commissioner is authorized to receive complaints from Customers regarding: (i) forborne (unregulated) retail telecommunications services provided by Participating Service Providers; and (ii) retail residential subscription television services provided by Participating Service Providers. Examples of services and subjects which fall outside the Commissioner's scope, are set out in the following list:

- (a) exceptions to telecommunications services: (i) Internet applications or content; (ii) emergency services; (iii) payphones; (iv) yellow page or business directories; (v) telemarketing or unsolicited messages; and (vi) 900 and 976 services;*
- (b) exceptions to television services: (i) digital media broadcast undertaking (DMBU) services, which are services generally delivered or accessed over the Internet or delivered using point-to-point technology and received by way of mobile devices; (ii) interactive services and applications provided by TV service providers; (iii) broadcasting content; (iv) journalistic ethics; (v) accessibility issues, for example closed captioning and described video; and (vi) simultaneous substitution; and*
- (c) other applicable exceptions: (i) equipment; (ii) inside wiring; (iii) security services, such as alarm monitoring; (iv) networking services; (v) pricing of products or services; (vi) rights of way; (vii) plant (including, without limitation, poles, towers, conduits, trenches and other support structures); (viii) claims of false and misleading advertising; and (ix) privacy issues.*

Context:

The CCTS can only accept complaints that are about in-scope services and subject matters. As an organizing principle, the CCTS' scope relates to unregulated telecommunications and television distribution services, and therefore excludes services and subject matters that: (i) are handled by another authority; (ii) are regulated; or (iii) relate to the content being transmitted over telecommunications or broadcasting networks. As technology and business models evolve and in between CRTC reviews of the CCTS mandate, the CCTS is occasionally required to make determinations about our scope.

Generally, the CCTS can accept complaints related to a customer's telecommunications or television service involving issues with billing, the customer's contract, service delivery, or credit management.

After the CCTS accepts a complaint, a PSP is able to object to the acceptance of the complaint if the PSP believes that the complaint is about an out-of-scope matter listed in section 3 or otherwise does not meet the requirements of the Code. For more information regarding the objections process, please review the annotations for [section 6.6\(a\) and 6.8](#).

ISSUE 1: WHAT ARE "FORBORNE (UNREGULATED) RETAIL TELECOMMUNICATIONS SERVICES"?

The CCTS can accept complaints if the service or subject matter is unregulated (i.e. "forborne"). In general, this means that the CRTC no longer regulates the telecommunications service provider's rates, service delivery and facilities.

Although most telecommunications services in Canada are now forborne, some services and some subject matters remain regulated. Areas where services are regulated are often in northern and remote regions of the provinces and territories. Customers with issues about a regulated service or subject matter should direct their complaints to the [CRTC](#).

The CCTS distinguishes between situations in which a service is fully regulated, which would be outside the scope of the CCTS, and situations in which there may be some regulatory intervention in an otherwise forborne service.

In the latter case, the CCTS may be able to accept a complaint, provided that the complaint does not challenge the regulator-imposed provisions. In general, complaints about billing, contracts, service delivery, credit management, etc. would be considered in scope. Complaints that seek to challenge the mandatory requirements imposed on such plans by the CRTC (e.g. the pricing of the plan, the voice/data or other limits, etc.) would be considered out of the CCTS' scope and we would refer the complaint to the CRTC.

For example, the CRTC has mandated that wireless providers offer plans including certain specified components to customers with accessibility needs. The CCTS accepts complaints from customers subscribing to such plans, provided that the complaint relates to an issue that falls within the CCTS' scope (e.g. a billing, contractual or service delivery problem). However, when a complaint relates to the specifics of the mandatory regulatory requirement, (e.g. if the customer complains that the plan should include more services, or that service providers did not consult with Canadians with disabilities), that complaint is out of the CCTS' scope.

ISSUE 2: WHAT ARE “RETAIL RESIDENTIAL SUBSCRIPTION TELEVISION SERVICES”?

The CCTS can accept complaints about subscription television services to the customer's home provided by licensed cable, Internet Protocol Television (IPTV) and national satellite direct-to-home (DTH) television service providers, and their affiliates. The CCTS cannot accept complaints from business customers about their television service.

ISSUE 3: HOW DOES THE CCTS HANDLE A COMPLAINT THAT CONTAINS IN-SCOPE AND OUT-OF-SCOPE ISSUES?

In cases where a complaint includes both in-scope and out-of-scope issues, the CCTS may be able to accept the portion of the complaint that deals with an in-scope issue.

For example, a customer filed a complaint with the CCTS regarding a credit that was promised but not applied to their account. The customer also noted that they were receiving numerous telemarketer calls on the new phone number assigned to them by the service provider. The CCTS accepted the complaint because of the credit dispute and notified the customer and the PSP that it was unable to investigate the issue of telemarketer calls as telemarketing messages are excluded from the CCTS' mandate under [section 3.1 \(v\)](#).

SECTION 3.1(A) INTERNET APPLICATIONS OR CONTENT

ISSUE: WHAT IS AN “INTERNET APPLICATION” OR “INTERNET CONTENT”?

An “Internet application” is a third-party software program that is used on wireless devices, smart televisions and computers or through the Internet for a particular purpose, such as streaming music or accessing third-party email. “Internet content” is information or content delivered through the Internet.

Examples of Internet applications and Internet content include websites, webhosting, anti-virus software, emails, social networking sites, video games, forum posts, tweets, online marketplaces and online gaming or music streaming software.

Examples of in-scope issues:

- as part of signing up for service, the PSP offered additional services (such as an email account with the PSP) or incentives (such as free Netflix or Spotify for a year). If a customer complains that the PSP has not fulfilled its obligations (such as the email address not working, or the customer is being billed for a free service), the CCTS may be able to accept this complaint as it relates to the PSP’s contractual obligations for telecommunication or television services;
- an Internet application or Internet content cannot be accessed due to an Internet delivery issue – the issue is in-scope since the CCTS can investigate the customer’s Internet service delivery issue;
- complaints about third-party charges relating to an Internet application (such as Bango, Boku, Google Play) – the CCTS may be able to accept complaints about this as the customer is disputing the validity of a charge appearing on their telecommunication invoice or television invoice. The CCTS generally accepts issues where a customer disputes a charge on their invoice, even if the underlying service that is being charged may be out-of-scope.

Examples of out-of-scope issues:

- online gaming or music service software that is not functioning correctly;
- unwanted content delivered to a personal computer via the Internet;
- third-party email service that cannot be accessed through a wireless device;
- a particular recording of a television show is not available on the specific television channel website.

Customers who have out-of-scope complaints related to Internet applications or content can report the matter to the [Better Business Bureau](#) or the provider of the service. If the complaint relates to offensive and possibly illegal content or material, customers should report the matter to the authorities.

EMERGENCY SERVICES

ISSUE: WHAT IS AN “EMERGENCY SERVICE”?

An “emergency service” is the 9-1-1 service or a similar urgent response service. These services are regulated by the CRTC.

Example of an in-scope issue:

- customer is not able to call emergency services because the phone had no dial tone – the issue is in-scope because the CCTS can investigate the customer’s phone service issue. The CCTS cannot investigate the availability of the 9-1-1 service itself.

Examples of out-of-scope issues:

- the quality of service provided by the 9-1-1 call center;
- the required 9-1-1 fee on home phone service invoices;
- having to dial a 10-digit number for emergency services;
- receiving emergency amber alerts on a wireless device.

Customers who have complaints related to the required 9-1-1 fee on their invoices can report the matter to the [CRTC](#). For complaints about the quality of the 9-1-1 service, customers can contact the local authorities.

PAYPHONES

ISSUE: WHAT IS A “PAYPHONE”?

A “payphone” is a publicly available telephone which requires payment prior to use.

Example of an in-scope issue:

- the billing of a collect call from a payphone received by a customer– the issue may be in-scope if the charge appears on the customer’s telecommunication invoice. The CCTS generally accepts issues about billing of telecommunications services, notwithstanding that the underlying service may be out-of-scope.

Examples of out-of-scope issues:

- malfunctioning payphone or a payphone being out of service at a particular location;
- losing money deposited into a payphone when making a call.

Customers who have out-of-scope complaints related to payphones can report the matter to the [CRTC](#) and the service provider.

YELLOW PAGE OR BUSINESS DIRECTORIES

ISSUE: WHAT ARE “YELLOW PAGE OR BUSINESS DIRECTORIES”

“Yellow pages” or “business directories” are commercial listings for businesses typically requiring payment in order to be listed or to advertise. The CCTS cannot accept complaints related to yellow pages or business directories.

Examples of out-of-scope issues:

- being charged for a yellow pages advertisement or the validity of the charge;
- paying to publish information in the yellow pages but the information did not appear in the publication.

Customers who have complaints related to yellow pages or business directories can contact the [Better Business Bureau](#) or the service provider that is the subject of the complaint.

TELEMARKETING OR UNSOLICITED MESSAGES

ISSUE: WHAT IS A “TELEMARKETING OR UNSOLICITED MESSAGE”?

A “telemarketing or unsolicited message” is a communication from a human or an automated messaging program (i.e. an “auto-dialer” or “robo-call”) that is uninvited and intended to sell or promote products.

The CRTC’s Telecommunication Rules can be found in [Telecom Decision CRTC 2007-48](#) and at <https://crtc.gc.ca/eng/trules-reglest.htm>.

Example of an in-scope issue:

- signing up for service after receiving a telemarketing call from a PSP, but the service agreed to over the phone was not delivered – the issue is in-scope because it alleges that the PSP breached its contractual obligation to the customer.

Examples of out-of-scope issues:

- receiving frequent sales calls from telemarketers or from PSPs to sign up for services;
- a telemarketer or an unknown third-party attempting to obtain information for what appears to be a scam;
- receiving suspicious telephone calls, texts or emails that ask for personal information under false pretenses;
- fraud, theft, or other crime conducted through unsolicited telephone calls, texts, email messages, or the Internet.

If the telemarketing or unsolicited message originates from a service provider, customers can report their complaint directly to the service provider. Otherwise, customers should contact the [National Do Not Call List](#). For complaints about messages received contrary to [Canada’s Anti-Spam Legislation](#), customers should contact the [Spam Reporting Centre](#) website. Customers who have complaints related to fraud can contact the [Canadian Anti-Fraud Centre](#).

900 AND 976 SERVICES

ISSUE: WHAT IS A “900 OR 976 SERVICE”?

A 900 or 976 service is a pay-per-call phone service in which a person calls a phone number beginning with 1-900 or 1-976. Pay-per-call phone services include adult chat lines, vote casting, psychic consultations, horoscopes, soap opera updates, and games. The CCTS cannot accept complaints related to 900 or 976 calls. 900 and 976 services are regulated by the [CRTC](#).

Example of an out-of-scope issue:

- denying having called a 1-900 or 1-976 number and requesting a refund for amounts charged for those calls.

Customers who have complaints related to 900 or 976 services can contact the [CRTC](#) or the PSP which is the subject of the complaint.

SECTION 3.1(B)

I. DIGITAL MEDIA BROADCAST UNDERTAKING (DMBU) SERVICES

ISSUE: WHAT IS A “DIGITAL MEDIA BROADCAST UNDERTAKING (DMBU) SERVICE”?

A “digital media broadcast undertaking (DMBU) service” is a television service delivered and accessed over the Internet or using point-to-point (P2P) technology and is received by mobile devices or smart televisions. Examples of DMBU services include Netflix, Apple TV, Crave, Illico, and other video streaming services.

Some PSPs offer add-on subscription television services, such as Bell Fibe Alt TV and Telus Pik TV. These services are offered pursuant to a Broadcasting Distribution Undertaking licence and therefore the CCTS does not consider the service to be a DMBU service. Additionally, Internet Protocol-based television service is not a DMBU.

Examples of in-scope issues:

- malfunctioning IPTV – the issue is in-scope if the IPTV service is part of the service agreement between the customer and the PSP. IPTV is not a DMBU;
- a customer is charged for Netflix on their invoice with the PSP after being promised free Netflix – this issue is in-scope because the customer is alleging that the PSP did not meet its contractual obligations;
- poor picture quality while watching Netflix due to an Internet service delivery issue – the issue is in-scope because the customer is complaining about Internet service delivery issues, not the DMBU itself.

Examples of out-of-scope issues:

- the content, programming, or interactivity of a DMBU service;
- malfunctioning applications used to access the DMBU service;
- picture quality while watching the DMBU service that is not due to an Internet service delivery issue.

Customers who have out-of-scope complaints related to DMBU services can contact the [CRTC](#).

Case example

Facts:

A customer with Internet service provided by a PSP signed up for a free trial of the PSP’s add-on subscription IPTV service. Before the trial period ended, the PSP began charging the customer for the add-on service. The charge was applied on their Internet service invoice. The customer complained that they had not consented to subscribe to the add-on service and requested a refund of the fee.

The PSP argued that the CCTS should not have accepted the complaint based on section 3.1(b)(i) of the Code, since it related solely to a DMBU service.

Analysis:

The CCTS determined that the IPTV service was not a DMBU. The customer was only able to obtain IPTV service because they subscribed to the PSP’s Internet service. Additionally, the customer’s dispute was related to a charge for a service that appeared on their Internet bill. Therefore, because the IPTV service was not a DMBU, the matter was in-scope.

ISSUE: WHAT ARE “INTERACTIVE SERVICES AND APPLICATIONS” PROVIDED BY A TELEVISION SERVICE PROVIDER?

“Interactive services and applications” are additional features that give customers the ability to communicate back to the PSP or to programs through their television or features which enhance the television viewing experience or service.

Examples of interactive services and applications include the ability to rewind or fast-forward television programming, use voice commands, display simultaneous video and audio for communication between people in real-time (telephony), connect to third-party equipment including surveillance, and the ability to access gaming, shopping and digital government services through the television box. PVR service, which allows a person to record television programs, is not considered to be an interactive service or application. The CCTS cannot accept complaints related to interactive services and applications.

Examples of out-of-scope issues:

- the “pause” or “rewind” function of a live broadcast is not working;
- an application, which allows a person to watch previously aired programs without recording those programs on PVR, is malfunctioning;
- a malfunctioning microphone which prevents the customer from using telephony service or voice commands;
- problems accessing applications, such as the Weather Channel app, through a button on the remote control.

Customers who have out-of-scope complaints related to interactive services and applications can contact the [CRTC](#).

BROADCASTING CONTENT

ISSUE: WHAT IS “BROADCASTING CONTENT”?

“Broadcasting content” is audio and/or visual content accessed through television, radio, and wireless devices. Broadcasting content captures a wide range of subject areas and includes: shows, documentaries, events, songs, and other forms of entertainment. The CCTS cannot accept complaints related to broadcasting content.

Examples of out-of-scope issues:

- customer is not able to watch sports events with a basic television package subscription;
- the volume of television commercials is higher than the program.

Customers who have complaints regarding broadcasting content should contact the [CRTC](#) or the Canadian Broadcast Standards Council ([CBSC](#)).

JOURNALISTIC ETHICS

ISSUE: WHAT ARE “JOURNALIST ETHICS”?

“Journalist ethics”, in the context of television, relates to the manner in which news and information is presented. The CCTS cannot accept complaints related to journalist ethics.

Examples of out-of-scope issues:

- inappropriate or offensive content in a particular news program;
- unsubstantiated claims made by a reporter;
- a news program which lacks accuracy, truthfulness, objectivity, impartiality, accountability or fairness.

Customers who have complaints regarding journalist ethics can contact the [CBSC](#). The CBSC accepts complaints made by viewers or listeners about programs and administers codes of conduct relating to ethics, violence on television, equitable portrayal and ownership and management.

ACCESSIBILITY ISSUES

ISSUE: WHAT IS AN “ACCESSIBILITY ISSUE”?

An “accessibility issue” relates to a barrier that hinders customers with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation, from obtaining information and accessing services from a PSP. An accessibility issue also relates to issues with, or dissatisfaction about, the PSP’s customer service, policies, and operating procedures concerning customers with disabilities.

Accessibility requirements are governed by a mix of federal and provincial legislation. The CCTS cannot address accessibility issues except where the issue is related to a PSP’s obligations under a CRTC Code of Conduct. Our ability to do so arises from our role as administrators of the [Wireless Code](#), the [Television Service Provider Code](#) and the [Internet Code](#).

Example of an in-scope issue:

- PSPs not providing wireless, television and Internet customers with a copy of the contract in an accessible format – this issue may be in-scope because the customer is alleging the PSP failed to provide the contract in an alternative format for persons with disabilities.

Examples of out-of-scope issues:

- malfunctioning closed-captioning or described video services;
- PSPs not providing bills in an alternative format for customers with vision disabilities or not offering message relay services or video relay services for customers with hearing or speech disabilities;
- PSPs not being able to communicate using American Sign Language, Quebec Sign Language and Indigenous sign languages;
- not having proper physical access for customers with mobility impairments at the PSP’s facilities;
- PSPs representatives who are indifferent or insensitive to the customer’s disability;
- PSPs not having accessibility policies or procedures for providing service to customers with disabilities.

Although the CCTS’ authority to accept complaints about accessibility issues is limited, the CCTS tracks and reports on customer complaints related to accessibility issues.

Customers who have out-of-scope complaints about accessibility issues can direct them to the [CRTC](#).

SIMULTANEOUS SUBSTITUTION

ISSUE: WHAT IS “SIMULTANEOUS SUBSTITUTION”?

A “simultaneous substitution” occurs when a television service provider replaces the signal of a television channel with that of another channel showing the identical program at the same time. Television service providers use simultaneous substitution when required by, or authorized to, under the [Simultaneous Programming Service Deletion and Substitution Regulations, SOR/2015-240](#).

Example of an in-scope complaint:

- no longer being able to access a channel that is part of a customer’s package – this complaint is in-scope because the issue is a billing dispute. The customer is alleging that the customer was wrongfully charged for a service the customer did not receive.

Example of an out-of-scope complaint:

- errors that occurred as a result of a simultaneous substitution, such as content of a program being cut off or not being able to view out-of-market content.

Customers who have out-of-scope complaints about simultaneous substitution can direct their complaints to the [CRTC](#).

SECTION 3.1(C)

I. EQUIPMENT

ISSUE: WHAT IS CONSIDERED “EQUIPMENT”?

Customers use a range of devices and hardware to access their telecommunications and television services, such as cell phones, tablets, and televisions.

Determining whether an issue with devices and hardware is in-scope or out of scope involves several factors, including how the customer obtained the device or hardware and whether there is a warranty on the device or hardware.

In general, the CCTS considers complaints relating to the following types of device or hardware to be in-scope:

- The device or hardware was obtained from the PSP and is under warranty;
- The device or hardware is being rented or financed by the customer from the PSP; or
- The device or hardware is owned by the PSP (e.g. a temporary replacement phone provided by the PSP).

To assist customers and PSPs with determining whether the CCTS is able to accept complaints about devices or hardware, the CCTS has prepared a decision framework, found at [Appendix A](#).

INSIDE WIRING

ISSUE: WHAT IS “INSIDE WIRING”?

“Inside wiring” refers to wiring that is found inside and up to the outer edge of a customer’s home. In general, PSPs are responsible for the installation, repair, and maintenance of outside wiring leading up to a customer’s residence or business address, also known as the demarcation point, and are not responsible for wiring inside the customer’s premises. The CCTS will generally not accept complaints about inside wiring because the PSP is not required to maintain or repair inside wiring. However, the CCTS may accept complaints about the PSP failing to maintain or repair inside wiring where the customer has paid the PSP to maintain or repair inside wiring.

Examples of in-scope issues:

- an error in the billing for installing wires inside the house – the issue is in-scope if the PSP has agreed to provide this service and charged the customer for it and the customer is disputing the validity of a charge on the customer’s invoice;
- improper installation of inside wiring provided by the PSP’s technician – the issue is in-scope if the installation was part of the service agreement between the customer and the PSP. The CCTS can accept disputes about a PSP fulfilling its contractual obligations;
- a dispute about insurance purchased through the PSP to cover the customer’s inside wiring – the issue is in-scope because the PSP is offering the service and charging the customer for it. The CCTS can accept disputes about a PSP fulfilling its contractual obligations;
- a customer experiences service delivery issues and the PSP believes the service delivery issue is due to inside wiring. This issue is in-scope because the CCTS cannot determine the cause of the service delivery issues when the CCTS receives a complaint.

Example of an out-of-scope issue:

- malfunctioning telephone jacks or the state of wiring inside the customer’s house or building.

SECURITY SERVICES

ISSUE: WHAT IS A “SECURITY SERVICE”?

A “security service” is a service that provides surveillance and security to a customer’s home or property. While PSPs may offer bundles that include alarm systems or other security services, those systems and services are not telecommunications services and therefore are not in-scope even when purchased through the PSP and billed for on the PSP’s invoice. The CCTS cannot accept complaints related to security services.

Examples of out-of-scope issues:

- malfunctioning security keypads or alarm systems;
- long response time from security providers;
- a customer believes they have been incorrectly charged for security services.

Customers who have out-of-scope complaints related to security services should contact the security service provider. Alternatively, customers can direct their complaints to the [Better Business Bureau](#) or if applicable, the service provider who is the subject of the complaint.

NETWORKING SERVICES

ISSUE: WHAT ARE “NETWORKING SERVICES”?

“Networking services” relates to the design, creation, and maintenance of the networks used by PSPs to provide telecommunication and television services to its customers. Networking services includes the hardware and software used in the PSP’s network, and how and where the PSP utilizes that technology i.e. its network coverage. Networking services also relates to the design, creation, installation or repair of IT-business or closed-circuit television networks. e.g. virtual private networking. The CCTS cannot accept complaints related to networking services.

Example of an in-scope issue:

- The customer alleges that the PSP’s service coverage area is not consistent with what is provided in the PSP’s service coverage map – this complaint is in-scope because the PSP’s service coverage map forms part of the customer’s contract with the PSP.

Examples of out-of-scope issues:

- a virtual private networking service or a closed-circuit television not functioning;
- no connectivity between networked computers;
- being dissatisfied with an office network installation;
- inability to access a router remotely following the PSP’s upgrade of its equipment;
- being required to upgrade equipment after the PSP changes how it configures its satellites;
- a PSP not offering service in a particular location.

Customers can direct their complaints about networking services to the relevant service provider or to the [Better Business Bureau](#).

PRICING OF PRODUCTS OR SERVICES

ISSUE: WHAT IS “PRICING OF PRODUCTS OR SERVICES”?

“Pricing of products or services” relates to the prices set by PSPs for their products and services.

The CCTS does not consider the following matters as “pricing of products and service”: billing disputes, price changes, additional charges, and removal of promotional discounts. The CCTS can accept complaints about these issues.

Examples of in-scope issues:

- a price increase that occurred as a result of the removal of a discount the customer was entitled to receive – the issue is in-scope because the customer is disputing the PSP’s right under the contract to change the price of the service provided;
- the legitimacy of a fee charged on the customer’s invoice, such as late payment fees, or data overage fees – these issues are in-scope because the customer is disputing that they were correctly billed.

Examples of out-of-scope issues:

- a particular service package is too expensive;
- a neighbour’s service package and price are unavailable to the customer;
- dissatisfaction with the speeds and prices of a PSP’s Internet service plans or a PSP’s practice to offer channels in a package and not individually;

- a PSP’s policy to not reduce the monthly fee once a device subsidy is paid off.

Customers who have out-of-scope complaints related to pricing can contact the [Competition Bureau](#) if the complaint relates to a practice contrary to Canada's [Competition Act](#) (e.g. price gouging, price conspiracy). Customers should contact the [CRTC](#) for pricing complaints about a regulated service (e.g. home phone pricing in a regulated area). For other complaints, customers should contact the relevant service provider.

Case example

Facts:

The customer filed a complaint after their PSP raised the price of their monthly services. The service provider objected to the acceptance of the complaint on the basis that this complaint was about the pricing of products and services, and that the customer was dissatisfied with the service provider’s price of services.

Analysis:

The CCTS reviewed the complaint and the objection. The CCTS maintained that the complaint was within the CCTS’ scope. The customer was not disputing the service provider’s price in general or their ability to set prices. Rather, the customer was disputing that the price of the service increased without notification.

RIGHTS OF WAY

ISSUE: WHAT ARE "RIGHTS OF WAY"?

Issues of “rights of way” involve the telecommunications or television service provider building and maintaining facilities, such as transmission lines or towers, on private property without the need for the property holder’s consent.

Complaints related to rights of way often involve customers seeking to prevent service providers from constructing facilities and infrastructure on the customer’s property. The CCTS cannot accept complaints related to rights of way.

Examples of out-of-scope issues:

- a PSP installing telecommunications equipment on a customer’s property without consent;
- a PSP connecting a temporary line from the customer’s wall-box to a neighbour without the customer’s authorization;
- telephone wires that hang over the customer’s property.

Customers should direct their complaints related to rights of way to their local municipal government, the relevant service provider, or the [CRTC](#).

PLANT

ISSUE: WHAT IS “PLANT”?

“Plant” refers to equipment used in the transmission of telecommunications or television services found on private or public property outside customers’ homes. Examples include transmission lines, wires, electronics, poles, masts, towers, conduits, trenches, and support structures.

Example of an in-scope issue:

- service delivery issues are in-scope, even when the cause of the service delivery issue could relate to issues with plant.

Examples of out-of-scope issues:

- the state of repair, placement, or effectiveness of plant;
- leaning telephone poles;
- plant on the customer's property being in a poor state of repair or that appear dangerous;
- the need for more wireless towers to be built in the customer's area to improve service delivery;
- the location of telecommunications facilities and radiocommunication support structures and equipment;
- service not being available in the customer's geographical area.

Customers with out-of-scope complaints about plant can contact the relevant service provider. Customers can contact local authorities with safety concerns.

CLAIMS OF FALSE AND MISLEADING ADVERTISEMENT

ISSUE: WHAT IS "FALSE OR MISLEADING ADVERTISING"

False or misleading advertising is an advertisement or promotion that makes offers which do not exist or are impossible to obtain.

Examples of an in-scope issue:

- the customer alleges that they received different service than that which was advertised– the issue is in-scope as a contractual dispute even though some of the facts that give rise to it relate to matters that may be governed by the *Competition Act*.

Example of an out-of-scope issue:

- the clarity of an advertised promotion or offer for a telecommunications or television service.

Customers who have out-of-scope complaints related to false and misleading advertising can contact the [Competition Bureau](#) or the relevant service provider.

Case example

Facts:

A customer signed up for Internet service with a PSP which advertised speeds of 10 Mbps. However, the customer claimed that their speeds were frequently less than 1 Mbps. The customer submitted a complaint to the CCTS alleging that the PSP's advertisements were false.

Analysis:

Although the CCTS could not investigate the customer's claim of false advertising, the CCTS could investigate the service delivery issue the customer was experiencing. As a result, the complaint was in-scope and accepted.

PRIVACY ISSUES

ISSUE: WHAT IS A “PRIVACY ISSUE”?

A “privacy issue” concerns the manner in which PSPs collect, use and disclose the personal information of their customers and potential customers.

Examples of in-scope issues:

- complaints about whether the customer agreed to sign up for services with the service provider. This may arise if the customer believes that someone else fraudulently signed up for services on behalf of the customer without the customer’s consent –the issue is in-scope because it is about whether the PSP had the customer’s consent to the service agreement;
- complaints about a change that was made to a customer’s account by a non-authorized user – the issue is in-scope because it is about whether the PSP had the customer’s consent to change the service agreement.

Examples of out-of-scope issues:

- a PSP disclosing a customer’s personal information to an unauthorized party (e.g. an ex-spouse, family member, or stranger);
- a PSP disclosing account information to another company or to a third-party without the customer’s consent;
- a PSP conducting a credit check of a customer without obtaining the customer’s consent.

Customers who have out-of-scope complaints related to privacy issues can contact the [Office of the Privacy Commissioner of Canada](#) (or the applicable provincial privacy ombudsperson) and the relevant service provider.

Case example

Facts:

A customer wished to donate their old phone and requested a PSP’s retail dealer to clear any data off of the phone. They paid a fee and waited an hour for the service. The PSP did not properly clear the data and as result, the person to whom the customer donated the phone used the customer’s personal information to commit a number of fraudulent acts. The PSP refunded the customer the service fee but refused to provide an additional remedy. The customer submitted a complaint to the CCTS requesting compensation for the inconvenience they had suffered as a result of the incident. The PSP argued that the CCTS should not have accepted the complaint based on section 3.1(c)(ix) of the Code because the complaint related to a privacy issue.

Analysis:

The CCTS agreed with the PSP’s position that the complaint was out-of-scope as it relates to a disclosure of the customer’s personal information.

Case example

Facts:

A customer claimed that a third-party had improperly accessed their personal information and set up an account for wireless service with the PSP under the

customer's name without their authorization. The account incurred service and equipment charges over a period of 2 years. The customer disputed the charges and complained to the CCTS that they had never consented to the service. The PSP argued that the CCTS should not have accepted the complaint based on section 3.1(c)(ix) of the Code, as it is related to privacy issues.

Analysis:

Although the customer alleged misuse of personal information and identity theft in their complaint, the issue was in-scope because the customer's dispute was regarding a contract for a service to which they claimed they had never consented.

SECTION 4 – STANDARD OF REVIEW BY COMMISSIONER

4.1 The Commissioner shall investigate, assist in the resolution of, and issue Investigation Findings in relation to complaints with a view to determining whether the Participating Service Provider reasonably performed its obligations pursuant to the applicable contract and followed its usual policies and operating procedures in its dealings with the Customer.

4.2 In making this determination, or when the contract is silent on an issue, the Commissioner will consider any applicable codes of conduct or practice, good industry practice, general principles of law, and what is fair and reasonable in the circumstances of the Complaint.

4.3 Although the Commissioner may consider a Participating Service Provider's policies or operating practices, no Investigation Findings may direct or require a Participating Service Provider to change any such policy or practice.

ISSUE 1: WHAT IS THE CCTS' "STANDARD OF REVIEW"?

The CCTS' "standard of review" is the approach the CCTS uses when determining if the complaint has merit. The CCTS will always attempt to determine what the PSP's obligations were with regards to the subject matter of the complaint and review the available information to determine if the PSP met those obligations.

ISSUE 2: HOW DOES THE CCTS DETERMINE A PSP'S OBLIGATIONS, AND IF THOSE OBLIGATIONS WERE MET?

The CCTS determines a PSP's obligations to a customer by looking at a variety of sources, including:

- the customer's contract;
- the terms of service associated with the contract;
- the PSP's policies, such as its privacy or fair use policies;
- the PSP's usual operating practices and procedures, such as its process to troubleshoot service delivery issues or its guidelines on when a technician will be sent, or its usual collections procedures;
- applicable codes of conduct, such as the Wireless Code, the Internet Code, the Television Service Provider Code and the Deposit and Disconnection Code;
- applicable regulatory requirements developed by the CRTC, such the Canadian Local Ordering Guidelines (C-LOG) and prohibiting 30-day cancellation policies ([BTRP CRTC 2014-576](#));
- what the customer agreed to when agreeing to the contract.

In any case in which the CCTS is unable to clearly determine a PSP's obligations, the CCTS will also consider good industry practices and what is fair and reasonable in the circumstances. This is typically done if a PSP does not provide any documentation, or the documentation is insufficient to provide the necessary information.

After determining the PSP's obligations in the circumstances of the complaint, the CCTS will determine whether the PSP met those obligations by reviewing any relevant material. We will typically review **(non-exhaustive list)**:

- call notes from the PSP which detail interactions between the customer and the PSP;
- communications between the customer and PSP including emails, chat logs, text messages and call recordings; and
- the customer's invoices.

Case example

Facts:

A customer had a 3-year contract for business telephone service. After 3 years, the contract automatically renewed for an additional 3-year term. The customer was required to pay an early termination fee to cancel their service before the expiry of the second 3-year term. The customer alleged they were not informed that their contract would automatically renew for a second 3-year term when they originally agreed to it, and that they were not notified that the contract had automatically renewed.

Analysis:

The CCTS reviewed the PSP's usual operating practice on providing notice of automatic renewals, as well as the customer's invoices. The CCTS determined that the PSP was required to notify the customer of the date the initial 3-year term ended. The PSP was also required to provide notice before and after the renewal that the contract would be automatically renewed, and that cancellation was subject to an early termination fee. The PSP was able to demonstrate that all the required notices, containing all the required information, had been provided to the customer. The CCTS therefore determined the PSP met its obligations to the customer.

Case example

Facts:

A small business customer that had telephone service with a PSP wished to acquire additional phone lines so that calls to their original line would be rolled over to the additional lines if the main line was in use. The customer explained what they wanted to the PSP, which agreed to provide this service. Once installed, however, calls were not being rolled over and this could not be fixed by the PSP. The customer subsequently cancelled their service and was charged an early termination fee. The customer disputed the early termination fee charged.

Analysis:

The early termination fee was specified in the contract. However, the CCTS listened to the call recordings between the customer and the PSP, which demonstrated that the customer made their requests clear, and the PSP assured the customer that it could provide the requested service. In light of the PSP's admission that it could not deliver

the service contracted for, it was not “fair and reasonable” to allow the PSP to charge the early cancellation fees. The CCTS determined that that the early termination fee should be waived.

ISSUE 3: WHAT DOES SECTION 4.3 MEAN THAT THE CCTS MAY CONSIDER A PSP’S POLICIES OR OPERATING PRACTICES, BUT CANNOT DIRECT A PSP TO CHANGE ITS POLICIES OR OPERATING PRACTICES?

Sections 4.1 and 4.3 make it clear that the CCTS may examine the PSP’s compliance with its usual policies and procedures in order to determine whether the PSP met its obligations to the customer in the context of that customer’s complaint. Section 4.3 limits the remedy available in the event that the CCTS determines that the PSP’s usual practices and procedures resulted in loss, damage or inconvenience to the customer: while the CCTS retains all of its usual remedies in such a case, it does not have the authority to require a PSP to change a faulty process or procedure.

Nonetheless, the CCTS’ usual practice is to identify problematic practices to PSPs and to invite them to consider changing them in order to prevent future complaints.

ISSUE 4: WHEN CAN THE CCTS ACCEPT COMPLAINTS RELATED TO A PSP’S POLICIES OR OPERATING PRACTICES?

Although the CCTS cannot direct a PSP to change its policies and practices, a complaint that concerns a PSP’s policies and practices is not necessarily out-of-scope. In general, complaints about the policy or operating practice itself (e.g. the practice is not fair, or the PSP should not be allowed to have a particular policy) are typically out-of-scope. In contrast, if the complaint is about the manner in which such a policy has been applied to the customer, it is typically in-scope because the customer is disputing that the PSP met its obligation to the customer.

Examples of in-scope issues:

- Customer claims that the PSP increased the price for their services. Although many PSPs believe this is an out-of-scope matter as the PSP’s policies allow it to increase prices with notification to the customer, the CCTS does not consider this to be a complaint about the PSP’s policies or operating practices. It is a complaint about whether the PSP followed its own policies and operating practices, and is therefore in-scope.
- Customer complains after receiving notice that their provider intends to cancel their service due to abusive behavior. The CCTS considers this to be an in-scope matter because the customer is not disputing the PSP’s policy on abusive conduct in general but the PSP’s compliance with its policy.

Examples of out-of-scope issues:

- Customer complains that it is not fair customers must change service plans before they are entitled to a subsidized device;
- Customer is dissatisfied with the packages or plans that a PSP offers. For example, the speeds and prices of a PSP’s available Internet service plans or a PSP’s practice to offer TV channels in a package and not individually;
- Customer takes issue with the PSP’s policy to not reduce the monthly service fee once a device subsidy is paid off;
- Customer files a complaint about the process a PSP uses when customers call to cancel their service and, how a PSP’s customer service representatives handle customer inquiries and

complaints or a PSP's practice to charge a fee when transactions are completed by the PSP's customer service representative, and not online by the customer;

- Customer complains about a PSP's policy to limit the number of television receivers a customer is permitted to have on a single account, or not allowing customers to use their own third-party modem.

Although PSPs frequently object to complaints on the basis that the complaint is about a PSP's policies and procedures, the CCTS accepts those objections only when the customer complains about the policy itself, rather than the way the policy was applied to them.

Case example

Facts:

A customer filed a complaint about their services being terminated after being notified the customer's use violated the PSP's Fair Use policy. After the CCTS accepted the complaint, the PSP objected that the issue was about the PSP's policies and that the PSP was entitled to terminate the customer's service.

Analysis:

The CCTS determined that the customer was not complaining about the PSP's Fair Use policy itself. Rather, the complaint was about whether the PSP was entitled to apply the Fair Use Policy to terminate the customer's service. As the complaint was not about the policy itself, the CCTS rejected the PSP's objection. Additionally, the CCTS cannot accept objections where the PSP asserts that the complaint is without merit because the PSP is allowed to do the action that the customer complained about.

SECTION 5 – DELEGATION

5.1 The Commissioner may delegate any of the Commissioner's functions, powers and jurisdiction to another member of CCTS staff.

SECTION 6 – COMPLAINTS

6.1 Subject to Section 6.2, a complaint shall be in writing and shall:

- (a) set out the Customer's name, address, phone number and, where possible, the account number assigned by the Participating Service Provider to which the complaint relates and the Customer's email address;*
- (b) indicate the Participating Service Provider to which the complaint relates;*
- (c) set out the details of the complaint;*
- (d) indicate the date or dates on which the matters complained of occurred and came to the attention of the Customer;*
- (e) set out what steps the Customer has taken to seek to resolve the complaint directly with the Participating Service Provider, including details of the Participating Service Provider's response;*
- (f) indicate what the Customer would regard as a reasonable resolution of the complaint; and*
- (g) indicate the Customer's consent to be bound by this Code and such procedures as may be established by the Commissioner.*

6.2 In order to ensure reasonable access to CCTS, including, in particular, by persons with disabilities, the Commissioner may accept complaints made:

- (a) by telephone, e-mail, online complaint form, teletypewriter (TTY), video relay service (VRS), IP relay, in person or by such other means as the Commissioner deems appropriate, provided all other requirements set out in Section 6.1 are satisfied; and*
- (b) by a properly authorized representative of the Customer. The Commissioner may make such inquiries as are deemed appropriate to ensure that the Customer has properly authorized the representative to make the complaint. Any such representative is deemed to have agreed to abide by the provisions of this Code, and in particular Sections 16 to 18 hereof.*

6.3 Upon receipt of a complaint, the Commissioner shall assess whether the complaint, or any part thereof, falls within scope as described in Section 3.1.

6.4 Where the Commissioner has concluded that a complaint, or any part thereof, is not within scope, the Commissioner shall inform the Customer and the Participating Service Provider and shall inform the Customer of any agency, body or organization which the Commissioner reasonably believes may have jurisdiction in relation to the complaint. The Commissioner may offer the Customer such assistance as the Customer may request in forwarding the complaint to the appropriate body. If the complaint relates to a telecommunications service provider or television service provider that is not required to be a Participating Service Provider, the Commissioner shall so inform the Customer and may offer the Customer such assistance as the Customer may request in forwarding the complaint to the CRTC.

6.5 The Commissioner shall maintain a record of complaints determined by the Commissioner not to be within scope.

6.6 If the Commissioner is of the view that any part of the complaint is within scope, the complaint shall be accepted. The Commissioner shall promptly provide a copy of the complaint to the relevant Participating Service Provider and initially refer it to the Participating Service Provider for an opportunity to resolve the complaint with the Customer directly. In the case of a complaint received orally, the Commissioner shall ensure that it is reduced to writing and shall provide the written version to the Participating Service Provider and the Customer. .

6.7 The Participating Service Provider shall reply to the Commissioner in writing, with a copy to the Customer, regarding any complaint initially referred to it by the Commissioner pursuant to Section 6.6, as follows:

- (a) Objection – if the Participating Service Provider objects to the complaint on the basis that, in its view, the complaint may not or should not be accepted pursuant to this Code or for any other lawful reason, it shall provide a full written explanation, including the specifics of its objection, within ten (10) days of initial referral of the complaint from the Commissioner.*
 - (i) The Commissioner shall, following receipt of any additional information or representations from the Customer or the Participating Service Provider as the Commissioner may in their discretion deem appropriate, decide whether or not the complaint or any part thereof is within scope and whether or not to take action with respect to the complaint or any part thereof that is determined by the Commissioner to be within scope. The Commissioner's decision shall be provided in writing to the Customer and the Participating Service Provider.*
 - (ii) Where the Commissioner has concluded that a complaint, or any part thereof, is not within scope, the Commission shall act in accordance with Section 6.4.*
- (b) Resolved – if the complaint has been resolved to the mutual satisfaction of the Customer and the Participating Service Provider, the latter shall so inform the Commissioner in writing within twenty (20) days of initial referral of the complaint from the Commissioner.*
 - (i) The complaint shall be deemed to be resolved unless the Customer, within fifteen (15) days of the date of the communication in writing from the Participating Service Provider to the Commissioner and the Customer under subsection (b), informs the Commissioner that the complaint has not been resolved to the satisfaction of the Customer.*

(ii) *When a complaint is resolved to the mutual satisfaction of the Customer and the Participating Service Provider, implementation of the resolution is binding upon the Participating Service Provider.*

(c) *Unresolved – if the complaint remains unresolved, the Participating Service Provider shall so inform the Commissioner within twenty (20) days of initial referral of the complaint from the Commissioner. Together with this response the Participating Service Provider shall provide a full and complete written answer to the allegations made in the complaint, and shall also provide copies of all documents in its possession that are relevant to the complaint.*

(i) *Where the Participating Service Provider has provided the documents required pursuant to subsection (c), the Commissioner may proceed with the conciliation process in accordance with Section 11.1.*

(ii) *Where the Participating Service Provider has not provided the documents required pursuant to subsection (c), the Commissioner may proceed with the investigation process in accordance with Section 11.3.*

6.8 If a complaint has not been concluded under Sections 6.4, 6.7(a), or 6.7(b), the Commissioner shall proceed with the conciliation or investigation process in accordance with Section 11. The Commissioner shall continue to resolve or investigate a complaint, notwithstanding the failure of a Participating Service Provider to provide a full and complete response or to provide all documents relevant to the complaint as required under Section 6.7(c).

6.9 The Commissioner may consolidate, and treat as a single complaint, two or more complaints filed by or on behalf of the same Customer relating to the same Participating Service Provider and arising from the same transaction or occurrence or series of transactions or occurrences.

6.10 The Commissioner may consolidate, and take action with respect to, two or more complaints filed by or on behalf of two or more Customers relating to the same Participating Service Provider and arising from the same transaction or occurrence or series of transactions or occurrences.

6.11 Subject to Section 6.12, the Commissioner shall not consider and shall take no action with respect to a single complaint filed by or on behalf of more than one Customer.

6.12 Notwithstanding Section 6.11, the Commissioner may take action with respect to a complaint filed by or on behalf of one or more Customers, provided that:

(a) each Customer to which the complaint relates is specifically identified and has authorized that the complaint be filed on behalf of such Customer;

(b) the complaint relates to the same Participating Service Provider and arises from the same transaction or occurrence or series of transactions or occurrences; and

(c) the Commissioner considers that it is appropriate and efficient to do so.

6.16 Subject to Section 6.17, the Commissioner shall not consider and shall take no action with respect to a single complaint filed by or on behalf of more than one Customer.

SECTIONS 6.1 & 6.2

ISSUE: WHAT IS REQUIRED IF ANOTHER PERSON SUBMITS A COMPLAINT ON BEHALF OF THE CUSTOMER?

The CCTS can only accept complaints from the account holder or a person authorized by the account holder to act on their behalf. If another person wishes to file a complaint on behalf of the account holder, the CCTS will require confirmation from the account holder that they authorize this person to act on their behalf. The CCTS will provide this confirmation to the PSP.

Account holders should also notify the PSP if another person is acting on their behalf, as PSPs may have separate requirements for proof of authorization.

SECTION 6.7(A)

6.7 The Participating Service Provider shall reply to the Commissioner in writing, with a copy to the Customer, regarding any complaint initially referred to it by the Commissioner pursuant to Section 6.6, as follows:

- (a) Objection – if the Participating Service Provider objects to the complaint on the basis that, in its view, the complaint may not or should not be accepted pursuant to this Code or for any other lawful reason, it shall provide a full written explanation, including the specifics of its objection, within ten (10) days of initial referral of the complaint from the Commissioner.*
- (b) The Commissioner shall, following receipt of any additional information or representations from the Customer or the Participating Service Provider as the Commissioner may in their discretion deem appropriate, decide whether or not the complaint or any part thereof is within scope and whether or not to take action with respect to the complaint or any part thereof that is determined by the Commissioner to be within scope. The Commissioner’s decision shall be provided in writing to the Customer and the Participating Service Provider.*
 - (ii) Where the Commissioner has concluded that a complaint, or any part thereof, is not within scope, the Commission shall act in accordance with Section 6.4*

ISSUE 1: WHEN CAN A PSP OBJECT TO THE ACCEPTANCE OF A COMPLAINT?

After the CCTS accepts a complaint and provides a copy of the complaint to the PSP, the PSP has a limited right to object to the acceptance of the complaint within 10 days from the date the complaint was accepted.

PSPs may object to a complaint only on the basis that the complaint is out-of-scope for the CCTS because the complaint does not meet the requirements of the Code. Specifically, PSPs may only object to a complaint on the basis of the following sections (for a more in-depth discussion regarding these sections, please refer to the annotations for each):

- [Section 1.1\(e\)](#) and [\(i\)](#): the complaint has not been submitted by a “customer” or a “small business”;
- [Section 3](#): the complaint is about a service or subject matter that is excluded from the CCTS’ mandate;
- [Section 4.3](#): the complaint is about a PSP having a particular policy or general operating practice, rather than the application of a policy or general operating practice. For further information, refer to the annotations to [section 4.3](#);
- [Section 10.1](#): the PSP did not have a “reasonable opportunity to investigate and resolve the matter” because the customer did not raise it with the PSP before submitting a complaint to the CCTS;
- [Section 10.2\(a\)](#): the issue in the complaint was the subject of a previous determination by the CCTS;
- [Section 10.2\(b\)](#): the subject matter of the complaint has been or is currently being considered by another tribunal, court or agency that has the authority to compensate the customer;
- [Section 10.3\(a\)](#): the facts underlying the complaint occurred more than 1 year from the date that the customer knew or ought to have known about them;

- [Section 10.5](#): the facts underlying the complaint occurred more than 18 months from the date that the customer knew or ought to have known about them (if the customer informed the PSP within 1 year and the customer and PSP were engaged in an attempt to resolve the matter).

The Code permits objections by PSPs only on the basis of the procedural issues identified above. The CCTS cannot accept objections that are based on the merits of the complaint, and such objections will be rejected. A “merit-based objection” is an objection in which the PSP asserts that the complaint should not be accepted by the CCTS because the PSP is allowed to do the action that the customer complained about. For example, a PSP objects to a customer’s complaint about late fees by providing the CCTS with the PSP’s terms of service which allow the PSP to charge customers late fees when customers do not pay their balance on time.

When the CCTS is considering whether a complaint can be accepted, the CCTS does not consider whether the customer is right or wrong. The CCTS considers only whether the complaint meets the requirements of the Code. Thus, the CCTS will not accept objections that the complaint is without merit. The practice of considering only procedural-based objections at the earliest stage of our process is a common practice for ombuds-type organizations like the CCTS.

Submitting a merit-based objection may be considered as non-compliance with the Code.

Case example

Facts:

A customer wanted to cancel their television service but was informed that they would be charged an early termination fee for cancelling before the end of their contract term. The customer claims that they were never informed that they were on a 2-year term for their television service when they signed up.

The PSP objected to the complaint under sections 4.3 and 3.1 of the Code, claiming that the complaint relates to its policy to charge early termination fees. The PSP stated that it was entitled to charge an early termination fee based on the terms of the contract. The PSP also stated that it provided the customer with a summary of the service when the contract was entered into, which provided the customer with information on early cancellation fees.

Analysis:

The PSP’s objection claimed that the customer’s complaint was without merit because the PSP followed its terms of service, the contract, and its usual policies and procedures when it charged the customer an early termination fee. The CCTS cannot make this determination at the Initial Referral stage simply on the basis of the PSP’s assertion. The CCTS determined this to be a merit-based objection, and it was rejected.

Case example

Facts:

A customer claimed that they had agreed to pay \$99/month for their television service when they entered into a contract 2 years earlier. Since then, the price increased on 3 occasions, and the customer was currently paying \$149/month. The customer complained about the price increases, and requested that the price be returned to the amount they had originally agreed to pay.

The PSP objected to the complaint based on sections 4.3 and 3.1 of the Code, as it relates to pricing of the PSP's service. The PSP provided evidence that it properly notified the customer of the price increases and that the customer's promotional discount was expiring. It also provided the CCTS with a copy of its terms of service that allowed the PSP to change the price and remove discounts.

Analysis:

The PSP's objection claimed that the customer's complaint should not have been accepted since the PSP acted according to its terms and policies when it increased the price. The objection was about the PSP demonstrating that it met its obligations, and therefore that the customer's complaint was without merit. The objection was merit-based and the CCTS rejected it.

ISSUE 2: DOES THE CCTS CONSIDER THE CUSTOMER'S REQUESTED RESOLUTION WHEN DETERMINING WHETHER THE COMPLAINT IS OUT OF SCOPE?

When customer file a complaint with the CCTS, they are asked what they consider to be a reasonable resolution to their complaint. A complaint which contains a resolution that the CCTS cannot provide is not necessarily an out of scope complaint. The CCTS assesses a complaint based on whether the Code requires that it be accepted or declined, not based on the customer's requested resolution. For example, a customer files a complaint because they are experiencing intermittent service delivery issues and the customer requests that the PSP build additional cell phone towers to improve service. While the CCTS cannot require a PSP to build additional plant, the CCTS can investigate the service delivery issue.

ISSUE 3: WHAT IS REQUIRED WHEN A PSP OBJECTS TO THE ACCEPTANCE OF A COMPLAINT?

A PSP's objection to the acceptance of a complaint must include the following:

- the PSP must base its objection on a specific section of the Code or provide any other lawful reason why the CCTS should not accept the complaint;
- the PSP must provide a clear and complete explanation why the complaint does not meet the requirements of the Code, including supporting documentation;
- the PSP must provide the objection within 10 days of receiving the complaint from the CCTS.

Objections which do not meet the requirements are considered to be non-compliant with the Code.

ISSUE 4: WHAT HAPPENS AFTER A PSP OBJECTS TO THE ACCEPTANCE OF A COMPLAINT?

Once a PSP has objected to the acceptance of a complaint, the CCTS will carefully assess the complaint and the PSP's objection. If the CCTS determines that the objection is valid, the CCTS will close the complaint; otherwise, the complaint will remain open at the Initial Referral stage.

SECTION 6.7(B)

6.7 The Participating Service Provider shall reply to the Commissioner in writing, with a copy to the Customer, regarding any complaint initially referred to it by the Commissioner pursuant to Section 6.6, as follows:

(b) Resolved – if the complaint has been resolved to the mutual satisfaction of the Customer and the Participating Service Provider, the latter shall so inform the Commissioner in writing within thirty (20) days of the initial referral of the complaint from the Commissioner.

(i) The complaint shall be deemed to be resolved unless the Customer, within fifteen (15) days of the date of the communication in writing from the Participating Service Provider to the Commissioner and the Customer under subsection (b), informs the Commissioner that the complaint has not been resolved to the satisfaction of the Customer.

(ii) When a complaint is resolved to the mutual satisfaction of the Customer and the Participating Service Provider, implementation of the resolution is binding upon the Participating Service Provider.

Context:

After the CCTS accepts a complaint, PSPs and customers have 20 days to attempt to resolve the matter to the satisfaction of both parties before the CCTS investigates the complaint. The 20-day time period is known as Initial Referral.

ISSUE 1: WHAT ARE A PSP'S OBLIGATIONS WHEN COMPLAINTS ARE RESOLVED DURING INITIAL REFERRAL ?

If the complaint is resolved during Initial Referral, the PSP must provide the CCTS with a summary of the agreed upon resolution prior to the expiry of the 20 days. PSPs are only permitted to submit a response indicating that the complaint is resolved if the complaint was resolved to the mutual satisfaction of both the PSP and the customer.

Customers are informed when the PSP notifies the CCTS that the complaint has been resolved and are provided with a copy of the PSP's report of the resolution. Customers must notify the CCTS within 15 days if they feel the complaint has not been resolved to their satisfaction and explain why they do not believe their complaint is resolved. If a customer does so, their complaint is automatically escalated to the next step in CCTS' process. However, if a customer fails to notify the CCTS within 15 days, the CCTS considers the matter resolved and the complaint will be closed.

PSPs must ensure that the customer considers the resolution to be satisfactory before submitting a "resolved" response. If a customer informs the CCTS that the complaint has not been resolved to his or her satisfaction, contrary to the notification from the PSP, the CCTS may determine the PSP is non-compliant with the Code.

ISSUE 2: WHAT ARE A PSP'S OBLIGATIONS TO IMPLEMENT THE RESOLUTION?

When customers and PSPs agree to a resolution, that resolution is binding on the PSP and the PSP must implement it. This applies to resolutions reached during Initial Referral, Conciliation or Investigation.

Failure by a PSP to implement a binding resolution is a serious instance of non-compliance with the Code and the CCTS may impose a range of remedies in response, up to and including terminating the PSP's participation in the CCTS and referring the PSP to the CRTC for non-compliance with the regulatory requirement to participate in the CCTS.

SECTION 6.7(C)

6.7 The Participating Service Provider shall reply to the Commissioner in writing, with a copy to the Customer, regarding any complaint initially referred to it by the Commissioner pursuant to Section 6.6, as follows:

(c) Unresolved – if the complaint remains unresolved, the Participating Service Provider shall so inform the Commissioner within twenty (20) days of initial referral of the complaint from the Commissioner. Together with this response the Participating Service Provider shall provide a full and complete written answer to the allegations made in the complaint, and shall also provide copies of all documents in its possession that are relevant to the complaint.

(i) Where the Participating Service Provider has provided the documents required pursuant to subsection (c), the Commissioner may proceed with the conciliation process in accordance with Section 11.1.

(ii) Where the Participating Service Provider has not provided the documents required pursuant to subsection (c), the Commissioner may proceed with the investigation process in accordance with Section 11.3.

ISSUE: WHAT ARE A PSP'S OBLIGATIONS IF A COMPLAINT REMAINS UNRESOLVED?

If a customer a PSP are not able to resolve the complaint at Initial Referral, the PSP is required to let the CCTS know that the complaint is unresolved and provide **all** relevant documents and other information **with** the unresolved response before the end of the 20-day Initial Referral Period.

Examples of documents that may be relevant: (non-exhaustive list):

- copy of signed contract;
- call notes and/or call recordings;
- letters, emails or text-messages sent to the customer;
- terms of service and other relevant policies;
- results of speed tests;
- usage records;
- invoices; and
- copies of suspension/disconnection notices sent to the customer.

Failure to provide this information would be considered non-compliance with the Code.

For further information regarding a PSP's obligations to submit documents to the CCTS, please see the annotations [for section 15.1\(b\)](#).

SECTION 7 – UNPAID CHARGES IN DISPUTE

7.1 When the Commissioner provides a copy of a complaint to a Participating Service Provider, and the complaint contains an allegation that the Customer is disputing charges that are unpaid, the Participating Service Provider will promptly:

- (a) suspend the due date for payment of the disputed charges;*
- (b) refrain from reporting the disputed charges to a credit agency;*
- (c) refrain from attempting to collect the disputed amount (either directly or through a collections agency); and*
- (d) suspend any collection activity that was initiated before the complaint was received by the Commissioner,*

until such time as the complaint is resolved or otherwise concluded by the Commissioner under Section 9, 12 or 14 of this Code.

7.2 If the Commissioner concludes that the Participating Service Provider has breached Section 7.1, the Commissioner shall inform the Participating Service Provider of the specifics of the breach, and require the

Participating Service Provider to take such steps as are necessary to remedy the breach, which shall be binding on the Participating Service Provider.

7.3 The Commissioner may consider any breach of Section 7.1 above in determining the extent of any loss, damage or inconvenience incurred by the Customer under Section 13.2(a).

SECTIONS 7.1 AND 7.2

Context:

Section 7 requires the PSP to not engage in collections activity for an unpaid charge that the customer is disputing in their complaint until the complaint is resolved or otherwise concluded. If the CCTS determines that the PSP was entitled to bill the disputed charge, the PSP can follow its regular collection process, which may include retroactively applying late payment fees to the charge or reporting the unpaid balance to a credit reporting agency for the duration of time the complaint was in the Initial Referral, Conciliation, and Investigation stages.

ISSUE 1: WHAT IS A “DISPUTED CHARGE”?

A “disputed charge” is an unpaid amount on a customer’s account which the customer specifically identifies as problematic. Customers may dispute any kind of charge, such as late payment fees, data overage fees, roaming fees, or monthly service charges.

The requirements of section 7 only apply to the specific charge that the customer is disputing. For example, if a customer is disputing a data overage fee and has not paid the overage fee or the regular monthly charge, the PSP is not permitted to take steps to collect the unpaid data overage fee. However, the PSP can engage in collections activity to collect the regular monthly charge that is unpaid.

ISSUE 2: WHAT ARE A PSP’S OBLIGATIONS WHEN A CUSTOMER DISPUTES A CHARGE?

Once the customer’s complaint has been accepted and until the complaint is resolved or otherwise concluded, the PSP must suspend the due date for an unpaid disputed charge. This means that the customer is not obligated to pay the disputed charge and the customer’s account must be placed back into good standing, unless there are other fees owing that the customer is not disputing. As the customer is not obligated to pay the disputed amount, the PSP cannot engage in collections activity for the disputed amount or suspend the account for non-payment of the disputed amount. Section 7 also requires that PSPs refrain from the following activities:

- reporting the disputed amount to a credit reporting agency or credit bureau (subject to retroactive application; please see [Issue 6](#));
- reporting the disputed amount to an external debt collection agency;
- contacting the customer to remind the customer of an unpaid balance which includes the disputed amount;
- contacting the customer and threatening to suspend service or to initiate collections activity if an unpaid balance—which includes the disputed charge—remains unpaid;
- suspending service as a result of non-payment of the disputed amount;
- charging interest or additional fees on the unpaid disputed amount (subject to retroactive application; please see [Issue 6](#)).

If a PSP has commenced collections activity before the complaint was accepted, the PSP is required to take steps to stop that activity. For example, a PSP should halt its internal collections process and inform any external debt collections agencies that the action for the disputed amount is suspended. If a

customer's account has been suspended due to non-payment of the disputed amount, the PSP is expected to reactivate the service as the disputed amount would no longer be overdue

The CCTS does not consider the following conduct to be "collections activity" for the purposes of section 7:

- providing the customer with a bill, as part of the normal billing cycle, which includes the disputed charge;
- sending the customer an automated text and/or email message to inform the customer that their monthly bill is available, if it is the PSP's normal practice to do so;
- sending the customer an automated text and/or email message to inform the customer of their account balance (including the disputed charge) once their bill is available, if it is the PSP's normal practice to do so.

ISSUE 3: WHAT HAPPENS IF A PSP FAILS TO REFRAIN FROM COLLECTIONS ACTIVITY FOR A DISPUTED CHARGE?

A customer who believes that their PSP is engaging in collections activity for disputed charges, should inform the CCTS. The CCTS will direct the PSP to suspend the collections activity, and the PSP is required to comply.

A PSP is non-compliant with the Code if it fails to suspend collections activity for the disputed amount once a complaint has been accepted.

The CCTS may issue Investigation Findings that consider these facts and require a PSP pay compensation to a customer for any losses the customer suffered as a direct result of the PSP's failure to refrain from collections activities for the disputed amount. For more information regarding compensating for losses in such situations, please review the annotations for [section 7.3](#).

ISSUE 4: WHAT ARE A PSP'S OBLIGATIONS WHEN CUSTOMERS PRE-AUTHORIZE PAYMENTS?

Many customers have provided their PSP with pre-authorization to automatically withdraw the amount owing from the customer's account, or automatically charge the customer's credit card.

If a PSP completes a pre-authorized payment prior to the CCTS accepting the complaint, the PSP is not obligated to immediately refund the amount as the payment occurred prior to the acceptance of the complaint.

After the CCTS accepts a complaint where the customer is disputing an unpaid amount, PSPs are not required to stop pre-authorized payments nor are they required to alter the amount they withdraw or charge to exclude the disputed amount. If the customer wishes to not have the disputed amount withdrawn or charged to their credit card, the customer must notify the PSP to alter or cancel their pre-authorization agreement, or the customer must notify their financial institution to request a stop payment.

ISSUE 5: WHEN CAN A PSP RESUME THE PROHIBITED COLLECTIONS ACTIVITY?

A PSP is prohibited from collection activities until the complaint is resolved or otherwise concluded. A complaint is "resolved" when the customer and the PSP have come to a mutually agreed-upon resolution. A complaint is "otherwise concluded" when it is closed under [sections 9, 12, or 14](#).

Once a complaint is resolved or otherwise concluded, a PSP may begin or resume collections activity for unpaid charges that were disputed that the CCTS determined are valid. A PSP must wait until it receives written notice from the CCTS that the complaint has been resolved or otherwise concluded before it can begin or resume collections activity.

ISSUE 6: CAN A PSP APPLY COLLECTIONS ACTIVITIES RETROACTIVELY IF THE CCTS DETERMINES THAT A DISPUTED CHARGE IS VALID?

Once a complaint has been resolved or otherwise concluded, a PSP may retroactively take collections activity for unpaid charges that were disputed that the CCTS determined are valid. For example, a PSP may retroactively bill late payment fees for the unpaid charge for the duration of time the complaint was in the Initial Referral, Conciliation, and Investigation stages. A PSP may also report any amounts that were unpaid to credit reporting agencies.

SECTION 7.3

7.3 The Commissioner may consider any breach of Section 7.1 above in determining the extent of any loss, damage or inconvenience incurred by the Customer under Section 13.2(a).

ISSUE: CAN THE CUSTOMER BE COMPENSATED FOR LOSSES THEY INCURRED IF A PSP DID NOT REFRAIN FROM COLLECTIONS ACTIVITY?

The CCTS may award compensation to a customer in Investigation Findings for any loss, damage or inconvenience incurred by the customer as a result of the PSP's collections activity contrary to section 7.1. The annotations to [Section 13](#) describe the factors which will be considered when determining an appropriate amount for compensation. Determining the appropriateness and amount of compensation are done on a case-by-case basis.

SECTION 8 – FAILURE TO PROVIDE NOTICE OF THE CCTS

8.1 In the course of investigating a complaint that is within-scope, the Commissioner may investigate whether a Participating Service Provider has complied with its obligation under the CCTS' public awareness plan to inform the Customer of the right to bring an unresolved complaint to CCTS. As part of such investigation, the Commissioner may request, and a Participating Service Provider shall promptly provide (subject to Section 15.2) to the Commissioner, any information, document, including reliable copies thereof, or other thing that is relevant.

8.2 The Commissioner may consider any such failure to inform a Customer of the CCTS in determining the extent of any loss, damage or inconvenience incurred by the Customer under Section 13.2(a).

SECTION 8.1

Context:

As a condition of participating in the CCTS, PSPs are required to comply with the CCTS' [Public Awareness Plan](#). The objective of the Public Awareness Plan is to ensure that PSPs provide their customers with notice that the CCTS is available to help resolve customer disputes with PSPs. The Public Awareness Plan's requirements include providing notice of the CCTS on customer bills and on the PSP's website, and informing customers about the CCTS once the customer reaches certain levels in the PSP's internal complaint process.

ISSUE 1: CAN THE CCTS INVESTIGATE WHETHER THE PSP COMPLIED WITH THE CCTS PUBLIC AWARENESS PLAN WHEN INVESTIGATING A COMPLAINT?

While investigating a customer's complaint, the CCTS may also investigate whether the PSP has complied with its obligations under the Public Awareness Plan. For example, if the customer informs the CCTS that their PSP's bills do not contain the required CCTS bill message, the CCTS may ask the PSP for documentation to demonstrate that the message is being provided.

ISSUE 2: CAN THE CUSTOMER BE COMPENSATED FOR LOSSES THEY INCURRED IF A PSP DID NOT COMPLY WITH THE PUBLIC AWARENESS PLAN?

The CCTS may award compensation to a customer in Investigation Findings for any loss, damage or inconvenience incurred by the customer as a result of the PSP failing to inform the customer of the CCTS contrary to section 8. Factors which will be considered when determining an appropriate amount for compensation are described in the annotations to [Section 13](#).

SECTION 9 – DISCRETION TO DECLINE TO TAKE ACTION

9.1 The Commissioner may decline to take action or continue to take action with respect to a complaint if the Commissioner considers that:

- (a) the complaint is frivolous or vexatious;*
- (b) the Customer does not have a sufficient legal interest in the subject matter of the complaint;*
- (c) the complaint should more properly be brought before another agency, or a tribunal or court;*
- (d) an investigation, or further investigation, is not warranted in the circumstances; or*
- (e) the Customer has failed to cooperate in a timely manner with the Commissioner's efforts to assess, attempt to facilitate the resolution of, investigate, or issue or review Investigation Findings in relation to the complaint.*

ISSUE: WHEN CAN THE CCTS DECLINE TO ACCEPT OR INVESTIGATE A COMPLAINT?

Section 9 gives the CCTS the authority to refuse to accept or not investigate a complaint in certain circumstances. When the CCTS declines to accept or investigate a complaint under section 9, the complaint will be closed.

A. FRIVOLOUS OR VEXATIOUS COMPLAINTS

ISSUE: WHAT IS A "FRIVOLOUS OR VEXATIOUS COMPLAINT"?

Complaints are frivolous or vexatious when they are not serious or they are made without any reasonable ground. Frivolous or vexatious complaints may be made maliciously or on the basis of improper motives, such as to harass or annoy.

The CCTS has the authority to decide to not accept, or not investigate, a complaint if it is frivolous or vexatious. However, when the CCTS receives a complaint, the complaint is assessed to determine whether it meets the requirements of our Procedural Code. The CCTS does not look at the merits of the complaint, or the motivations of the complainant when making this assessment. In exceptional circumstances, the CCTS may decline to accept or investigate a complaint if it is clear and obvious that the complaint is frivolous or vexatious. Although PSPs often object to the acceptance of a complaint on the basis that it is frivolous or vexatious, this is a very high threshold to meet and will require significant evidence. Mere assertion by the PSP that the matter is frivolous or vexatious will not be sufficient to cause the CCTS to decline acceptance of the complaint.

B. SUFFICIENT LEGAL INTEREST

ISSUE: WHAT DOES "SUFFICIENT LEGAL INTEREST" MEAN?

The CCTS can only accept complaints from an individual or small business who has a sufficient legal interest in the complaint. Generally, this means that the individual's or the business' legal rights and obligations will be impacted by the complaint.

In most cases, an individual who does not meet the definition of a customer as described in [section 1.1\(e\)](#), or who is not authorized to act on the customer's behalf, does not have sufficient legal interest in the complaint.

C. COMPLAINT SHOULD MORE PROPERLY BE BROUGHT BEFORE ANOTHER AGENCY, TRIBUNAL OR COURT

ISSUE: WHEN SHOULD A COMPLAINT BE BROUGHT TO ANOTHER AGENCY, TRIBUNAL OR COURT?

The CCTS may decline to take action when the subject matter of the complaint should more properly be brought before another agency, tribunal or court. The CCTS may refer a customer to another agency, tribunal or court if the CCTS investigates the complaint and finds that the customer's complaint is out-of-scope or the customer is seeking a resolution that the CCTS is not able to provide.

Examples of complaints referred to another agency, tribunal or court:

- the CCTS was unable to accept a complaint about fraudulent charges made by a PSP on an individual's credit card because the individual was not a customer of the PSP. The CCTS suggested that the individual contact law enforcement;
- the CCTS was unable to accept a complaint about service in a regulated area, and referred the customer to the CRTC;
- the CCTS suggested that the customer contact the Office of the Privacy Commissioner of Canada after complaining that the PSP failed to protect the customer's personal information resulting in the customer receiving unwanted telemarketing phone calls;
- the CCTS was unable to require that the PSP upgrade their infrastructure to resolve the customer's service delivery issue. The customer was referred to the CRTC.

D. INVESTIGATION NOT WARRANTED

ISSUE: WILL THE CCTS CLOSE A COMPLAINT UNDER SECTION 9.1(D) IF IT DETERMINES THAT THE PSP MET ITS OBLIGATIONS TO THE CUSTOMER?

The CCTS will not close a complaint under section 9.1(d) even if the CCTS determines that the PSP has reasonably met its obligations to the customer. Instead, the CCTS will complete its investigation and issue Investigation Findings stating that the PSP has reasonably met its obligation to its customer.

E. FAILURE TO COOPERATE

ISSUE: WHAT HAPPENS IF A CUSTOMER DOES NOT COOPERATE AFTER SUBMITTING THEIR COMPLAINT?

A complaint can be closed if the CCTS determines that a customer has failed to cooperate with efforts to process and investigate the customer's complaint. Customers' responsibilities to cooperate are explained in the annotations to [section 15](#). The CCTS will make multiple attempts to elicit customer cooperation before closing a complaint under section 9.1(e).

SECTION 10 – DUTY TO DECLINE TO TAKE ACTION

10.1 The Commissioner shall take no action with respect to a complaint unless the Commissioner is satisfied that the Customer has previously brought the matter to the attention of the Participating Service Provider and that the Participating Service Provider has been afforded a reasonable opportunity to investigate and resolve the matter.

10.2 The Commissioner shall take no action with respect to any complaint purported to be brought under this Code that:

- (a) has been the subject of a previous determination by CCTS; or*
- (b) has been or is currently under consideration by another tribunal, court, or agency that has the authority to compensate the Customer for losses claimed arising from the occurrence at issue.*

10.3 The Commissioner shall take no action with respect to a complaint:

- (a) received by the Commissioner more than one year after the date the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based; or*
- (b) in the case of a Participating Service Provider having become a Participating Service Provider on or after September 1, 2017, based upon or in relation to facts having arisen more than one year prior to the date on which the Participating Service Provider became a Participating Service Provider.*

10.4 For the purposes of Section 10.3(a), a complaint shall be deemed to be received by the Commissioner on the earlier of:

- (a) the date it is actually received; or*
- (b) five (5) days after it was sent to the Commissioner by regular mail.*

10.5 Notwithstanding Section 10.3(a), the Commissioner may take action with respect to a complaint received by the Commissioner more than one year but no more than eighteen (18) months after the date when the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based where:

- (a) the Customer brought the matter to the attention of the Participating Service Provider no more than one year after the date the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based; and*
- (b) the Customer and the Participating Service Provider continued to be engaged in an attempt to resolve the matter more than one year after the date when the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based.*

ISSUE: WHEN MUST THE CCTS DECLINE TO ACCEPT A COMPLAINT?

Section 10 requires the CCTS to decline to accept complaints in certain circumstances.

SECTION 10.1

10.1 The Commissioner shall take no action with respect to a complaint unless the Commissioner is satisfied that the Customer has previously brought the matter to the attention of the Participating Service

Provider and that the Participating Service Provider has been afforded a reasonable opportunity to investigate and resolve the matter.

ISSUE: WHAT STEPS MUST A CUSTOMER TAKE BEFORE FILING A COMPLAINT WITH THE CCTS?

The CCTS cannot accept a complaint unless the customer has informed their PSP about the issue and provided their PSP with a reasonable opportunity to investigate and resolve it. PSPs can object to the CCTS accepting a complaint if the customer failed to contact them or provide them with a reasonable opportunity to investigate and resolve the issue. The purpose of this provision is to allow PSPs the chance to resolve their customer concerns directly at the earliest opportunity.

PSPs often object to the CCTS accepting a complaint on the basis that they do not have any records of the customer contacting them about the issue. However, if the customer claims to have contacted the PSP and informed them of the issue, the CCTS cannot accept a PSP's lack of records as proof that the contact did not occur. Although it is helpful when they do, customers are not expected to maintain meticulous, detailed records to support their assertion that they communicated in some way with the PSP.

Case example

Facts:

A customer terminated their pre-paid telephone service and had a credit balance on their account. The customer claimed to have received an email from the PSP which proposed to return the balance to them via cheque. The customer complained to the CCTS when they did not receive the cheque.

The PSP objected to the acceptance of the complaint on the basis that the customer had not previously brought the issue to its attention. The PSP submitted screenshots of the customer's account records which provided no indication that the customer had previously contacted the PSP concerning the issue and indicated that the customer's last interaction with the PSP occurred 2 years before this incident.

Analysis:

The CCTS rejected the PSP's objection. When considering whether to accept a complaint, the CCTS evaluates the complaint at face value. In this case, the customer indicated that they had previously attempted to resolve the matter with the PSP by exchanging emails with the PSP, but the issue remained unresolved.

Customers must provide their PSPs with a reasonable opportunity to investigate and resolve the issue before the CCTS can accept the complaint. Whether a customer has provided the PSP a reasonable opportunity to resolve a complaint depends on the particular circumstances of the complaint and is determined on a case-by-case basis. The customer does not need to exhaust or escalate their complaint within the PSP's internal complaint handling process, nor are they required to spend a minimum or a specific amount of time addressing the complaint with their PSP, to satisfy the requirement of giving the PSP a reasonable opportunity to investigate and resolve the issue.

Examples of a PSP having a reasonable opportunity to resolve the issue:

- The PSP fails to investigate or fix an issue once informed of it. Depending on the circumstances, the CCTS may deem the PSP to have had a reasonable opportunity to resolve the issue;

- The customer is unable to contact the PSP after attempting multiple times before submitting a complaint to CCTS;
- The customer experiences a new occurrence of an issue that the PSP previously attempted to resolve. For example, a customer files a complaint with the CCTS after experiencing intermittent loss of service. In the previous month, the customer had notified the PSP of recurring service delivery issues and the PSP had worked to address those issues. The CCTS may be able to accept the complaint about the loss of service, even if the customer did not inform the PSP of the new occurrence;
- Prior to filing a CCTS complaint, the PSP and the customer discussed the issue, and the customer accepted a solution. The customer later changed their mind about whether the solution is acceptable, and files a CCTS complaint. This is an acceptable complaint - the customer is not required to provide the PSP with another opportunity to resolve the complaint before filing a complaint with the CCTS.

Examples of a PSP not having a reasonable opportunity to resolve the issue:

- The customer refused to contact the PSP to notify the PSP of the issue because the customer was frustrated and did not believe the PSP would fix the issue;
- The PSP was not provided with an opportunity to implement the solution to the issue. For example, the PSP agreed to provide a credit to the customer and the customer filed a complaint before the PSP has issued the credit.

PSPs frequently use this section of the Code to object to complaints that they believe were already resolved before the customer filed their complaint. When CCTS receives such an objection, the CCTS will ask the PSP and the customer for further information on when the customer brought the matter to the PSP's attention.

SECTION 10.2(A)

10.2 The Commissioner shall take no action with respect to any complaint purported to be brought under this Code that:

(a) has been the subject of a previous determination by CCTS.

ISSUE 1: WHAT IS A “DETERMINATION”?

The CCTS does not consider every action it takes when dealing with a complaint to be a determination. In general, decisions that directly result in the closure of a complaint are likely to be “determinations”. A complaint is considered to have been subject to a “determination” in the following instances:

- the CCTS closes the complaint because the customer and PSP mutually agree that the complaint has been resolved;
- the CCTS closes the complaint because the customer chooses to withdraw their complaint;
- the CCTS exercised its discretion or duty to decline to take action with regards to the complaint, and it has been closed under [sections 9](#) or [10](#). Files closed under section 9.1(e) after the customer fails to cooperate with the CCTS will generally be considered to have been subject to a determination, unless the CCTS finds that the customer's delay was excusable, such as the customer being in the hospital. In such cases, the CCTS retains the discretion to reopen the customer's complaint;
- the CCTS issues Investigation Findings ([section 12](#));

- the CCTS issues confirmed or amended Investigation Findings ([section 14](#)).

ISSUE 2: IF A COMPLAINT WAS SUBJECT TO A DETERMINATION, CAN THE CCTS ACCEPT A NEW COMPLAINT ABOUT THE SAME ISSUE?

To avoid duplicate complaints, the CCTS cannot accept a newly submitted complaint if the issue in the new complaint is identical to the issue in a previous complaint, and the previous complaint was subject to a determination by the CCTS.

Case example

Facts:

A customer submitted a complaint against their PSP claiming that it did not provide a discount that was promised when the customer agreed to the contract. The CCTS issued Investigation Findings, determining that customer was billed the correct amount.

Five days after the complaint was closed, the customer submitted another complaint. They were disputing the fact that the PSP continued to bill the customer the same amount.

Analysis:

The customer's initial complaint was a billing dispute regarding what the customer was promised when the customer agreed to their contract. The subsequent complaint was about the ongoing billing of those charges. While the new complaint is about "new" charges, the core issue in both disputes is whether the charges are as was agreed. Since the new complaint was an extension of the previous complaint that was subject to a determination, the CCTS was unable to accept the new complaint.

The CCTS may accept a complaint that appears to be identical to a previous complaint if the new complaint is about the occurrence of an issue that was not previously addressed.

Case example

Facts:

A customer's wireless phone plan included unlimited calls and texts within the United States. Between April and June 2017, the customer's PSP charged them a daily roaming fee for calls and texts made while they were travelling in the United States. In July 2017, the customer submitted a complaint to the CCTS disputing those charges.

The complaint was resolved when the PSP refunded the charges to the customer.

Between March and May 2018, the customer was travelling in the United States and the PSP charged them a daily roaming fee for service they used during that period. In May 2018, the customer submitted another complaint to the CCTS disputing the new charges and referred to their previous complaint.

The PSP objected that the CCTS should not have accepted the complaint based on section 10.2(a) because it had already been subject to a determination by the CCTS.

Analysis:

The CCTS rejected the PSP's objection. While the customer referenced their previous complaint and the nature of the issue was the same in both complaints, the new

complaint related to an occurrence of an issue that the CCTS has not previously investigated.

Case example

Facts:

A customer filed a complaint in January 2019 because their Internet stopped working occasionally. The CCTS investigated the complaint and the complaint was closed when the PSP agreed to send the customer a new modem. In September 2019, the customer filed a new complaint because their Internet once again occasionally stopped working.

The PSP objected that the CCTS should not have accepted the new complaint based on section 10.2(a) because the new complaint was identical to the previous complaint and the CCTS it had already made a determination in the previous complaint.

Analysis:

The CCTS rejected the PSP's objection. While the nature of the issue was the same in both complaints, the new complaint related to a new occurrence of a service delivery issue that the CCTS had not previously investigated. The CCTS cannot investigate the cause of the service delivery issue when determining whether to accept a complaint.

ISSUE 3: IF A COMPLAINT WAS SUBJECT TO A DETERMINATION, CAN THE CCTS ACCEPT A NEW COMPLAINT ABOUT A RELATED ISSUE?

In some cases, customers submit a new complaint that is related to a previous complaint. When a new complaint is related to a previous complaint, it means the underlying issue in the previous complaint is causing new consequences that were not present when the previous complaint was handled.

Depending on the circumstances of the complaint, the CCTS may accept the new complaint.

Case example

Facts:

A customer submitted a complaint against their PSP over a billing dispute. The customer had not paid their bills for 3 months because they believed that the PSP had charged them incorrectly. The CCTS investigated the complaint and issued Investigation Findings which concluded there was no wrongdoing on the part of the PSP, and that all charges were valid..

A few days after the closure of their initial complaint, the customer submitted another complaint. They were now disputing the fact that their PSP reported the unpaid balance to a credit agency.

Analysis:

The CCTS investigated a billing dispute in the original complaint. Although the underlying cause of the credit reporting may be the same as the billing dispute, the CCTS did not investigate the PSP reporting the unpaid balance to the credit agency. As a result, the complaint raised a new issue and CCTS accepted it for investigation.

SECTION 10.2(B)

10.2 The Commissioner shall take no action with respect to any complaint purported to be brought under this Code that:

- (b) has been or is currently under consideration by another tribunal, court, or agency that has the authority to compensate the Customer for losses claimed arising from the occurrence at issue.*

Context:

The CCTS cannot accept a complaint if the PSP or customer submitted the same complaint to another body that has the authority to compensate the customer for losses arising from the issue before filing a complaint with the CCTS. When customers submit their complaint to multiple bodies including the CCTS, PSPs frequently object to the CCTS accepting these complaints on the basis of section 10.2(b).

ISSUE: WHAT IS A BODY THAT HAS THE “AUTHORITY TO COMPENSATE THE CUSTOMER”?

There are a variety of customer complaint-handling bodies in Canada that do **not** have the authority to compensate a customer, including the CRTC, the Better Business Bureau, the Office of the Privacy Commissioner of Canada, the Competition Bureau, and consumer advocacy groups. Complaints to such bodies do not preclude the filing of a complaint with the CCTS.

The CCTS cannot accept or investigate a complaint if it is, or was, the subject matter of a lawsuit in which the customer is seeking compensation from the PSP, as a court of law has the authority to compensate a customer for losses arising from the issues in the complaint.

SECTIONS 10.3(A) AND 10.5

10.3 The Commissioner shall take no action with respect to a complaint:

- (a) received by the Commissioner more than one year after the date the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based.*

10.5 Notwithstanding Section 10.3(a), the Commissioner may take action with respect to a complaint received by the Commissioner more than one year but no more than eighteen (18) months after the date when the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based where:

- (a) the Customer brought the matter to the attention of the Participating Service Provider no more than one year after the date the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based; and*
- (b) the Customer and the Participating Service Provider continued to be engaged in an attempt to resolve the matter more than one year after the date when the Customer knew, or with reasonable diligence ought to have known, the facts upon which the complaint is based.*

ISSUE 1: IS THERE A TIME LIMIT FOR SUBMITTING A COMPLAINT?

The Code requires customers to submit their complaints within a certain time period. That period is 1 year, but it may be extended up to 18 months if the complaint meets the criteria of section 10.5.

According to section 10.3(a), customers must submit their complaint within 1 year of when they first knew, or ought to have known, about the issue. For example, if a customer notices an error on their invoice on March 20, 2018, they must submit their complaint on or before March 19, 2019.

Section 10.5 allows customers to submit their complaints within 18 months of when they first knew, or ought to have known, about the issue if the following criteria are met:

- the customer brought the issue to the attention of their PSP within 1 year of when they first knew, or ought to have known, about the issue;
- the customer and the PSP continued their attempt to resolve the issue more than 1 year after when the customer first knew, or ought to have known, about the issue; and
- the customer submits a complaint within 18 months of when they first knew, or ought to have known, about the issue.

For example, if a customer notices an error on their invoice on July 4, 2017, the customer can submit their complaint with the CCTS on or before January 3, 2019 as long as they brought the error to the attention of their PSP on or before July 3, 2018, and were engaged with their PSP to resolve the error between July 4, 2017 and January 3, 2019.

Whether a customer continued to be engaged in an attempt to resolve the issue depends on the circumstances of the complaint and is determined on a case-by-case basis. The customer does not need to exhaust, or escalate within, the PSP's internal complaint handling process to satisfy this requirement.

Case example

Facts:

A customer experienced an issue with their wireless service in April 2018 and they immediately brought it to the attention of their PSP. The PSP attempted to troubleshoot and resolve the problem, but over the next few months the customer continued to have the same issue. The customer notified the PSP each time the issue occurred, but the PSP was never able to resolve it to the customer's satisfaction. The customer complained to the CCTS in June 2019.

Analysis:

Although the complaint was filed outside the 1-year time period required by section 10.3, the CCTS accepted the complaint because it met the requirements of section 10.5. The customer brought the issue to the attention of their PSP within 1 year of first knowing about it, engaged with the PSP in attempting to resolve the matter, and submitted their complaint within 18 months of when they first became aware of the issue.

Case example

Facts:

A customer began experiencing an Internet service delivery issue on November 1, 2017. The customer brought the issue to the PSP's attention on March 5, 2018, and the PSP attempted to resolve the issue over the next months. When the issue could not be resolved to the customer's satisfaction, they submitted a complaint with the CCTS on June 16, 2019.

Analysis:

The complaint was not accepted because it was filed outside the time period required by section 10.5. The customer brought the issue to the attention of the PSP within 1 year of first knowing about it, and the customer was engaged with the PSP in attempts to resolve the matter. However, the customer submitted their complaint more than 18 months after they first became aware of the issue. For the complaint to be accepted,

the customer would have been required to submit their complaint on or before March 30, 2019.

ISSUE 2: WHAT IS “REASONABLE DILIGENCE”?

Determining whether a customer “ought to have known” about an issue, and whether they exercised “reasonable diligence” to inform themselves, is a question of fact to be determined on a case-by-case basis. In general, the CCTS considers “reasonable diligence” to include regularly reviewing invoices, credit card and bank statements, and any notifications from the PSP. Customers are not expected to have detailed knowledge of PSP office procedures, network engineering, etc.

Case example:

Facts:

The customer closed their account in January 2018 and provided the PSP with an updated email address. After the account was closed, there was a remaining balance on the customer’s account. The PSP sent out notifications to the customer’s original email address for several months and the PSP referred the outstanding amount to a collections agency and the unpaid amount appeared on the customer’s credit report. The collections agency contacted the customer at her updated email address. The customer contacted her PSP and was advised if she paid the PSP directly, the PSP would amend the credit reporting that had taken place. The customer paid the amount in June. Several months later, the customer learned that the credit report had not been amended. The customer filed a complaint regarding the credit report. The PSP disputed the complaint, as notification of the outstanding balance was sent to the customer’s original email address and the PSP asserted that it is the customer’s responsibility to update their contact information via the customer’s online account.

Analysis:

The CCTS found in its investigation that the customer provided the PSP with their updated contact information but the PSP failed to update their records. This failure prevented the customer from receiving notice of the outstanding balance. Additionally, the customer was not informed that the PSP decided to not update her credit report in June. The CCTS found that further diligence by the customer was not required.

ISSUE 3: WHEN CAN THE CCTS ACCEPT COMPLAINTS ABOUT AN ONGOING ISSUE THAT FIRST OCCURRED OUTSIDE THE 1-YEAR TIME PERIOD?

Acceptance of complaints related to an ongoing issue depends on the circumstances of the complaint and will be decided on a case-by-case basis.

The CCTS may accept complaints related to a recurring issue that began more than one year ago when the issue is intermittent, varies, or fluctuates. For example, if a customer complains that they experience intermittent Internet service delivery issues, where sometimes their service works well, and other times it is slow or will not connect, the complaint may be accepted, even if the issue began more than one year ago.

If a complaint about a recurring issue is investigated, the time limits in sections 10.3(a) and 10.5 still apply. This means that the CCTS can only investigate the portion of the complaint that occurred 12 months from the date the complaint was submitted. However, if the customer meets the requirements of section 10.5, the CCTS can investigate the portion of the complaint that occurred 18 months from the date the customer submitted their complaint.

For example, if a customer has been experiencing intermittent Internet service delivery issues since April 2018, but only submits their complaint in June 2019, their complaint may be accepted. If the complaint proceeds to investigation and the CCTS determines that the customer was not engaged with their PSP to resolve the issue, the CCTS will not look at the service delivery issues prior to June 2018, and can only investigate the service delivery issues which occurred after that point. However, if the CCTS determines that the customer informed the PSP of the issue sometime between April 2018 and April 2019, and continued to be engaged in attempts to resolve the issues after April 2019, the CCTS will be able to look at the service delivery issues beginning from April 2018.

ISSUE 4: CAN THE CCTS LOOK AT EVIDENCE FROM BEFORE THE ISSUE IN THE COMPLAINT OCCURRED?

PSPs often object to providing documentation that predates the issue in the customer's complaint as they believe, based on section 10.3(a), that the CCTS lacks the authority to request it. However, the CCTS often needs, and is authorized to request and consider, documentation of matters that occurred before the issue arose, in order to investigate the complaint. For example, a customer may complain that they signed up for a 3-year contract for service and after 2 years, the price and service changed. The CCTS will request a copy of the contract to determine the exact nature of the agreement.

SECTION 10.3(B)

10.3 The Commissioner shall take no action with respect to a complaint:

(b) in the case of a Participating Service Provider having become a Participating Service Provider on or after September 1, 2017, based upon or in relation to facts having arisen more than one year prior to the date on which the Participating Service Provider became a Participating Service Provider.

ISSUE: CAN THE CCTS ACCEPT COMPLAINTS ABOUT AN ISSUE THAT OCCURRED MORE THAN 1 YEAR BEFORE A SERVICE PROVIDER BECAME A PSP?

Once the CCTS receives an in-scope complaint against a non-participant service provider, the CCTS will contact the service provider and enroll the provider as a PSP. The date the service provider becomes a PSP is known as the Participation Date.

If a customer submits a complaint about an issue which occurred more than 1 year before a service provider's Participation Date, the CCTS cannot accept the complaint. For the purpose of this section, the CCTS will make its determination based on the date when an issue occurred, and not the date the customer knew, or ought to have known, about the issue.

Case example

Facts:

A customer cancelled their Internet service in February 2018. The service provider did not process the cancellation request and continued to bill the customer until December 2018. The customer was not aware of the continued billing until May 2019, when they

realized that the unpaid bills had been reported to a credit agency. The customer submitted a complaint to the CCTS in June 2019 after the provider refused to correct the billing and the credit reporting.

The PSP's Participation Date was in April 2019. The PSP objected that the CCTS should not have accepted the complaint based on section 10.3(b) because the issue that led to the complaint occurred more than 1 year before the PSP's Participation Date.

Analysis:

The CCTS agreed with the PSP's objection. Although the customer only became aware of the issue in May 2019, the issue occurred in February 2018, which is more than one year before the PSP's Participation date. As a result, the CCTS was not permitted to accept the complaint.

SECTION 11 – CONCILIATION AND INVESTIGATION

11.1 If a complaint remains unresolved after initial referral to the Participating Service Provider and the Participating Service Provider has provided the documents required pursuant to Section 6.7(c), the Commissioner may attempt to facilitate a mutually acceptable resolution by conciliation between the Customer and the Participating Service Provider.

11.2 If the Participating Service Provider has not provided the documents required pursuant to Section 6.7(c) or the Commissioner determines that conciliation is unlikely to lead to a mutually acceptable resolution, the Commissioner may investigate the complaint.

11.3 During an investigation, the Commissioner may require further information, documents or other things pursuant to Section 15 to determine whether the Participating Service Provider reasonably performed its obligations pursuant to Section 4.1. The Commissioner's determination will be rendered in Investigation Findings.

11.4 In the course of an investigation, the Commissioner may continue to seek to facilitate a mutually acceptable resolution of a complaint wherever practical and appropriate.

11.5 The procedure for the conduct of any conciliation or investigation under this Code will be such as the Commissioner considers most appropriate, efficient and effective for resolution of a complaint on its merits.

11.6 When a complaint cannot be concluded by a mutually acceptable resolution, the Commissioner may direct that it be dealt with under any one of Section 9 or 12 of this Code.

ISSUE 1: WHAT IS "CONCILIATION" AND WHAT PROCESS DOES THE CCTS USE WHEN TRYING TO RESOLVE COMPLAINTS?

In cases where the PSP has submitted the required documents set out in [Section 6.7\(c\)](#), the CCTS will work with the customer and the PSP to identify a mutually acceptable resolution to the complaint.

If a resolution is not possible, the CCTS will proceed to investigate whether the PSP reasonably met its obligations to the customer.

ISSUE 2: WHAT IS AN "INVESTIGATION" AND WHAT PROCESS DOES THE CCTS USE WHEN CONDUCTING ITS INVESTIGATION?

During an investigation, the CCTS collects necessary information from both the customer and the PSP. Throughout the investigation, the PSP has the burden of proof. This means that PSPs are required to provide evidence to support their position.

When conducting the investigation, the CCTS is seeking to determine if the PSP reasonably performed its obligations in its dealings with the customer. For more information on the CCTS standard of review, please see the annotations to [section 4](#).

Once the CCTS determines whether the PSP met its obligations, CCTS will issue Investigation Findings. This can occur at either Conciliation or Investigation. For more information on Investigation Findings, please see the annotations to [section 12](#).

At any point during the investigation process, the PSP and the customer can agree upon a resolution to close the complaint.

ISSUE 3: WHAT HAPPENS IF THE CUSTOMER AND PSP AGREE TO RESOLVE THE COMPLAINT?

If a customer and PSP agree to a mutually acceptable resolution during Conciliation or Investigation, that resolution is binding on the PSP and the PSP must implement it.

Failure by a PSP to implement a binding resolution is a serious instance of non-compliance with the Code and the CCTS may impose a range of remedies in response, up to and including terminating the PSP's participation in the CCTS and referring the PSP to the CRTC for non-compliance with the regulatory requirement to participate in the CCTS.

SECTION 12 – INVESTIGATION FINDINGS

12.1 If a complaint cannot be concluded by a mutually acceptable resolution, the Commissioner shall issue Investigation Findings once the Commissioner can determine whether the Participating Service Provider reasonably performed its obligations pursuant to Section 4.1.

12.2 The Investigation Findings:

- (a) shall set out whether the Participating Service Provider reasonably performed its obligations, and if not, what the Commissioner considers to be a reasonable and appropriate resolution of the complaint, without having regard to any monetary limitations of liability contained in the contract between the Customer and the Participating Service Provider;*
- (b) shall include the reasons for the Commissioner's determination under subsection (a); and*
- (c) are subject to the monetary limits set out in Section 13.*

12.3 The Commissioner shall provide the Investigation Findings to the Customer and the Participating Service Provider.

- (a) If the Customer and the Participating Service Provider both accept the Investigation Findings, the Participating Service Provider and the Customer shall inform the Commissioner in writing and promptly take such steps as are called for in the Investigation Findings, and the Customer and the Participating Service Provider shall be deemed to fully release one another from any and all losses, damages, and claims, arising from the matters relating to the complaint.*
- (b) If either the Customer or the Participating Service Provider fails to respond to the Commissioner's Investigation Findings within fifteen (15) days of issuance, the Investigation Findings shall be deemed to have been accepted by that party.*
- (c) Investigation Findings that are accepted, or deemed to have been accepted, by both the Participating Service Provider and the Customer, are binding on the Participating Service Provider.*
- (d) The Customer or Participating Service Provider may request a case review in writing within fifteen (15) days of issuance if, in the party's view, the Commissioner made an error of fact or interpretation in the Investigation Findings as described in Section 14.1. The party requesting the*

case review must provide the Commissioner in writing the reasons why, in the party's view, there is an error of fact or interpretation. For greater certainty, a Participating Service Provider that does not accept the Investigation Findings must request a case review or will be deemed to accept the Investigation Findings.

(e) If the Customer rejects the Investigation Findings in writing and does not request a case review within fifteen (15) days of issuance, the Customer may pursue such remedies as may otherwise be available to the Customer, and the Participating Service Provider shall be deemed to be fully released from the Investigation Findings.

ISSUE 1: WHAT ARE INVESTIGATION FINDINGS?

At Conciliation or Investigation, the CCTS will issue Investigation Findings once we are able to determine whether the PSP reasonably met its obligations to its customer under [section 4](#). The Investigation Findings summarize the unresolved issues and our determination about whether the PSP met its obligations to its customer. If the CCTS finds that the PSP did **not** meet its obligations to the customer, the Investigation Findings will set out the remedies that are required to resolve the complaint, explaining what the PSP must do to correct the failure.

ISSUE 2: WHAT ARE THE CUSTOMER'S OPTIONS WHEN THEY RECEIVE INVESTIGATION FINDINGS?

A customer has three options to respond to the CCTS' Investigation Findings:

1. Accept

If both the customer and the PSP accept the Investigation Findings, this concludes the file. The PSP is required to implement any remedies provided for in the Investigation Findings.

2. Reject

Rejecting the Investigation Findings stops the CCTS' process. It releases the customer and the PSP from our process, and the customer is free to pursue remedies elsewhere, such as small claims court.

3. Request a case review

The customer can request a case review if they believe the CCTS made an error of fact or an error in interpreting the obligations of the PSP, either of which affected the outcome of the Investigation Findings. For more information on case review, please see the annotations to [section 14](#).

ISSUE 3: WHAT ARE THE PSP'S OPTIONS WHEN THEY RECEIVE INVESTIGATION FINDINGS?

A PSP has two options to respond to the CCTS' Investigation Findings:

1. Accept

If both the customer and the PSP accept the Investigation Findings, this concludes the file. The PSP is required to implement any remedies provided for in the Investigation Findings. Failure to implement Investigation Findings is considered serious non-compliance with our process (see [issue 4](#)).

2. Request a case review

The PSP can request a case review if it believes the CCTS made an error of fact or an error in interpreting the PSP's obligations, either of which affected the outcome of the Investigation Findings. For more information on case review, please see the annotations to [section 14](#).

ISSUE 4: WHAT ARE A PSP'S OBLIGATIONS TO IMPLEMENT INVESTIGATION FINDINGS?

When a customer and a PSP accept Investigation Findings (including when they have been deemed to have accepted the Investigation Findings), the Investigation Findings become binding on the PSP and the PSP must promptly implement any remedies contained in the Investigation Findings.

When a customer informs the CCTS that the PSP has not implemented the Investigation Findings, the CCTS will contact the PSP to determine if the PSP has taken steps to implement the resolution. Failing to implement the Investigation Findings is serious non-compliance with the Code and the CCTS will immediately engage with the PSP to bring the PSP into compliance. If the PSP continues to refuse to implement the Investigation Findings, it may result in the CCTS terminating the PSP's participation in the CCTS.

SECTION 13 – REMEDIES

13.1 In making Investigation Findings, the Commissioner may require the Participating Service Provider to:

- (a) provide the Customer with an explanation or apology;*
- (b) undertake to do or cease doing specified activities with respect to the Customer;*
- (c) pay the Customer monetary compensation in an amount not to exceed:*
- (d) in relation to any single complaint, or any two or more complaints consolidated pursuant to Section 6.9, five thousand dollars (\$5,000) in the aggregate; or*
- (e) in relation to any two or more complaints consolidated pursuant to Section 6.10, five thousand dollars (\$5,000) in respect of each such complaint so consolidated; or*
- (f) in relation to any complaint filed on behalf of two or more Customers in respect of which the Commissioner has taken action pursuant to Section 6.12, five thousand dollars (\$5,000) in the aggregate; or*
- (g) any combination thereof.*

13.2 When Investigation Findings require a Participating Service Provider to pay monetary compensation to a Customer, the Commissioner:

- (a) shall award an amount that is appropriate to compensate the Customer for any loss, damage or inconvenience incurred by the Customer arising directly from the circumstances of the complaint, or the failure of the Participating Service Provider to abide by Section 7.1 or to inform a Customer of the CCTS in respect of their complaint;*
- (b) shall not make an award that is punitive of the Participating Service Provider, or is in the nature of consequential damages; and*
- (c) may, where appropriate, exercise their discretion whether or not to apply any limitations of liability contained in the applicable contract between the Customer and the Participating Service Provider.*

13.3 For greater certainty, amounts that the Commissioner determines are to be refunded or credited as a result of billing errors shall not constitute monetary compensation within the meaning of Section 13.1(c).

ISSUE: WHEN WILL THE CCTS CONSIDER WHETHER IT IS APPROPRIATE FOR A PSP TO PAY "MONETARY COMPENSATION" TO THE CUSTOMER?

If the CCTS determines in its Investigation Findings that the PSP breached its obligations to the customer, the CCTS will consider whether it is appropriate for a PSP to pay compensation to a customer who has experienced a loss, damage or inconvenience as a direct result of the PSP's breach of its obligations to the customer.

An award of monetary compensation may not be used to punish a PSP. It is a tool used to make a customer whole in the face of monetary impacts of the PSP's breach of its obligations to the customer.

A. APPROPRIATE COMPENSATION

ISSUE: WHAT FACTORS WILL THE CCTS LOOK AT WHEN DETERMINING AN APPROPRIATE AMOUNT FOR COMPENSATION?

In issuing Investigation Findings, the CCTS will consider a number of factors when determining the amount that appropriately compensates the customer for any loss, damage or inconvenience they experienced as a direct result of the PSP's breach of its obligations to the customer, including the PSP's obligations in [sections 7](#) or [8](#). These factors are primarily concerned with the conduct of the customer and the PSP before the customer files a complaint with the CCTS.

Examples of factors that may be considered (non-exhaustive list):

- the severity of the issue and any related cost incurred by the customer in dealing with the issue;
- the responsiveness of the PSP in addressing the complaint;
- the reasonableness of the complaint and the requested resolution;
- the reasonableness of any offers the PSP made to resolve the complaint;
- the reasonableness of the time the customer spent working on a resolution to their complaint.

Determining whether compensation is appropriate, and the amount, is done on a case-by-case basis.

B. CONSEQUENTIAL DAMAGES

ISSUE 1: WHAT ARE "CONSEQUENTIAL DAMAGES"?

In general, the CCTS interprets "consequential damages" as damages that are awarded to compensate an individual for a loss, damage, or inconvenience suffered as a result of special circumstances or for results that could not have been reasonably expected or foreseen.

ISSUE 2: CAN THE CCTS AWARD CONSEQUENTIAL DAMAGES?

The CCTS **cannot** award consequential damages. The CCTS can only award compensation to a customer if the latter has experienced a direct loss that can be confirmed and was caused by the PSP's failure to perform its obligations. The CCTS will assess whether a customer's claimed losses are direct or consequential on a case-by-case basis.

C. LIMITATIONS OF LIABILITY

ISSUE 1: WHAT IS A “LIMITATION OF LIABILITY”?

PSPs typically include a limitation of liability clause in their contracts with customers. In general, a “limitation of liability” clause limits the types of claims that can be brought against the PSP, the amount of money that the PSP might have to pay for losses, or the types of losses for which the PSP can be held responsible.

ISSUE 2: DOES A LIMITATION OF LIABILITY CLAUSE LIMIT THE AMOUNT OF COMPENSATION THE CCTS CAN AWARD WHEN ISSUING AN INVESTIGATION FINDING?

The CCTS has the power to refuse to apply the limitation of liability when issuing Investigation Findings. The CCTS will do so when it is necessary in order to provide the customer with a fair and appropriate remedy.

Case example

Facts:

A small business customer with an overdue balance received notice from the PSP that their service would be disconnected if they did not pay the amount owing within 10 days. The customer immediately paid the balance in full, however their service was still disconnected 2 days later. The CCTS determined that the PSP failed to take the appropriate steps to remedy the situation, causing an 8-day delay for service reconnection. During that time, the customer was able to demonstrate that they suffered some loss of revenue associated with the business they operate. The PSP’s Terms of Service contained a limitation of liability clause which limited the type of damages and amount of money they could be responsible for.

Analysis:

The CCTS was unable to confirm how much revenue was lost as a result of the disconnection, however, the CCTS concluded that the customer was significantly inconvenienced by the disconnection. The CCTS declined to apply the limitation of liability clause because the clause prevented the customer from being fairly compensated. Therefore, the CCTS required the PSP to pay the customer \$1500 in compensation.

Case example

Facts:

A small business customer operating a medical practice experienced an Internet service outage. The customer immediately contacted the PSP when they discovered that their Internet service was not working and also called in a third-party IT technician to attempt to reconnect their service. The PSP was not able to resolve the outage until the following day. Because the customer’s practice relied on an Internet connection to access a health records management system, the customer was forced to turn away patients and suspend business activities for the entire business day. The PSP later acknowledged that the service outage was a result of its error. The PSP’s Terms of Service indicated that the PSP would not compensate business customers for a loss of revenue associated with service disruptions.

Analysis:

The customer was able to demonstrate lost revenue to their practice as well as amounts they were charged by the third-party technician. The CCTS declined to apply the limitation of liability clause. The CCTS found that the PSP was required to pay the

customer \$4,065.58 in compensation, which accounted for the customer's IT costs and a portion of the business losses.

SECTION 14 – CASE REVIEW

14.1 Upon receiving a request for a case review pursuant to Section 12.3(c) the Commissioner shall conduct a case review if the Commissioner determines, in their discretion, it seems more likely than not that the Commissioner made an error which affected the outcome of the Investigation Findings:

- (a) in the facts relevant to the issue; or
- (b) in the interpretation of the Participating Service Provider's obligations, including whether the Participating Service Provider met its obligations.
- (c) In making this determination, the Commissioner shall only consider evidence that was provided to the Commissioner prior to the issuance of the Investigation Findings.

14.2 Where the Commissioner declines to conduct the case review pursuant to Section 14.1, the Commissioner shall notify the Customer and the Participating Service Provider. The Customer may accept or reject the original Investigation Findings. To do so, the Customer shall notify the Commissioner and the Participating Service Provider in writing.

- (a) If the Customer accepts the original Investigation Findings, the Participating Service Provider and the Customer shall promptly take such steps as are called for in the Investigation Findings, and the Customer and the Participating Service Provider shall be deemed to fully release one another from any and all losses, damages, and claims, arising from the matters relating to the complaint. Original Investigation Findings accepted by the Customer are binding on the Participating Service Provider.
- (b) If the Customer does not provide this notice within fifteen (15) days of notification, the Customer will be deemed to reject the original Investigation Findings.
- (c) If the Customer rejects the original Investigation Findings, the Customer may pursue such remedies as may otherwise be available to the Customer, and the Participating Service Provider shall be deemed to be fully released from the original Investigation Findings.

14.3 In conducting a case review, the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Investigation Findings. If, in the Commissioner's judgement:

- (a) there is substantial doubt as to the correctness of the original Investigation Findings, the Commissioner may issue amended Investigation Findings, which may include amending the remedy provided for in the original Investigation Findings;
- (b) there is no substantial doubt as to the correctness of the original Investigation Findings, the Commissioner shall issue confirmed Investigation Findings.

14.4 Following a case review conducted pursuant to Section 14.3, the Commissioner shall provide the Customer and the Participating Service Provider with amended or confirmed Investigation Findings. The Customer may accept or reject the amended or confirmed Investigation Findings. To do so, the Customer shall notify the Commissioner and the Participating Service Provider in writing.

- (a) If the Customer accepts the amended or confirmed Investigation Findings, the Participating Service Provider and the Customer shall promptly take such steps as are called for in the amended or confirmed Investigation Findings, and the Customer and the Participating Service Provider shall be deemed to fully release one another from any and all losses, damages, and claims, arising from the matters relating to the complaint. Amended or confirmed Investigation Findings accepted by the Customer are binding on the Participating Service Provider.

- (b) *If the Customer does not provide written notice within fifteen (15) days of issuance, the Customer will be deemed to reject the amended or confirmed Investigation Findings.*
- (c) *If the Customer rejects the amended or confirmed Investigation Findings, the Customer may pursue such remedies as may otherwise be available to the Customer, and the Participating Service Provider shall be deemed to be fully released from the amended or confirmed Investigation Findings.*

ISSUE 1: ON WHAT GROUNDS WILL THE CCTS ACCEPT A REQUEST FOR CASE REVIEW?

A customer or PSP can request a Case Review of the Investigation Findings on two bases:

1. Error of fact

An error of fact may occur if the Investigation Findings misstate or omit facts which affect the outcome of the Investigation Findings. Examples include:

- Incorrectly identifying the type of contract (month-to-month versus fixed term), as PSPs have different obligations for month-to-month and fixed term contracts.
- Incorrectly identifying the suspension or disconnection date when determining whether a PSP provided proper notice to the customer.

2. Error of Interpretation

An error of interpretation may occur if the CCTS misunderstands or misapplies rules or obligations relevant to the complaint, or fails to consider a source of obligations, which affect the outcome of the Investigation Findings. Examples include:

- Failing to consider a PSP's obligations under the Wireless Code for a wireless dispute;
- Incorrectly determining the threshold in which a PSP must cap data provisions.

A minor error in the Investigation Findings that do not affect the outcome of the Investigation Findings is **not** a sufficient basis for a Case Review. Example of minor errors that would not affect the outcome of the Investigation Findings include:

- Misspelling the customer's or PSP's name;
- Incorrect dates, if not relevant to the issues in the Investigation Findings.

ISSUE 2: HOW DOES A CUSTOMER OR PSP REQUEST A CASE REVIEW?

After receiving the Investigation Findings, a customer or PSP may request a Case Review by informing the CCTS in writing why they believe the Investigation Findings contain an error of fact or interpretation, and how that error affected the outcome of the Investigation Findings.

The CCTS will review the request for a Case Review. If it seems **more likely than not** that the CCTS made an error that would affect the outcome of the Investigation Findings, the CCTS will accept the request and conduct a Case Review. When determining whether to accept the request for a Case Review, the CCTS will **not** consider any new evidence.

ISSUE 3: WHAT HAPPENS AFTER A CASE REVIEW REQUEST IS ACCEPTED?

During a Case Review, the CCTS will reconsider the facts or interpretation at issue. The CCTS may ask the customer or PSP for additional information or clarification at this stage.

If the CCTS concludes that there is substantial doubt that the original Investigation Findings were correct, the CCTS will issue amended Investigation Findings, correcting the error. If no such doubt exists, the CCTS will issue confirmed Investigation Findings.

The customer will have the opportunity to accept or reject the amended or confirmed Investigation Findings. If the customer accepts, the Investigation Findings will be binding on the PSP.

SECTION 15 – INFORMATION AND ASSISTANCE

15.1 *In all matters related to the activities of the Commissioner under this Code, the Commissioner may, as the Commissioner considers reasonable and appropriate:*

- (a) require that any Participating Service Provider, including another Participating Service Provider that may have information relevant to a complaint that could expedite or assist in the resolution or investigation of an ongoing service delivery issue, provide the Commissioner with any information, document, including reliable copies thereof, or other thing which are relevant to the complaint, whether or not such information, document or other thing is admissible as evidence in a court of law. The Participating Service Provider shall promptly provide (subject to Section 15.2) any such requested information, document or other thing. The Commissioner may receive and rely upon any information, document or other thing so provided;*
- (b) require assistance of the Customer and the Participating Service Provider named in the complaint; and*
- (c) request assistance of another Participating Service Provider that may have information relevant to a complaint, if the Commissioner considers that doing so could expedite or assist in the resolution or investigation of an ongoing service delivery issue.*

15.2 *A Participating Service Provider may decline to provide any information, document or other thing requested by the Commissioner, if it can demonstrate, to the satisfaction of the Commissioner, that the material is subject to solicitor-client privilege, or that by providing it the Participating Service Provider would place itself in breach of the law.*

15.3 *If the Participating Service Provider named in the complaint or the Customer discloses documents or supplies information or other things to the Commissioner and requests that the Commissioner not disclose such information, documents or things, the Commissioner shall not disclose such information, documents or things to any other party without the consent of the party who has made such request, provided that:*

- (a) non-disclosure of such information, documents or things does not unduly impede the Commissioner's ability to attempt to investigate, assist in the resolution of or make Investigation Findings with respect to the complaint; and*
- (b) the Commissioner is satisfied that the request has been made in good faith.*

15.4 *If, in the judgment of the Commissioner, the request for non-disclosure impedes the Commissioner's ability to attempt to investigate, assist in the resolution of or make Investigation Findings with respect to the complaint, the Commissioner shall offer the party making such request the opportunity to either (i) withdraw the information or documents from consideration in the investigation of the complaint, or (ii) withdraw the request that the information or documents not be disclosed.*

15.5 *The Commissioner shall not disclose any documents provided by another Participating Service Provider pursuant to section 15.1(a) to the Participating Service Provider named in the complaint or the Customer.*

A. ASSISTANCE AND COOPERATION

ISSUE 1: WHAT RESPONSIBILITIES DOES A CUSTOMER HAVE AS THE CCTS HANDLES THE CUSTOMER’S COMPLAINT?

The CCTS requires a customer to cooperate while the CCTS handles and investigates their complaint. If the CCTS determines that a customer has failed to cooperate, the CCTS may close the complaint. For further details regarding the CCTS’ authority to close complaints for customer non-cooperation, please see the annotations for [section 9.1\(e\)](#).

Examples of customers not cooperating (non-exhaustive list):

- customer not answering communications from the CCTS;
- customer refusing to communicate with the PSP during the 20-day Initial Referral stage.

ISSUE 2: WHAT RESPONSIBILITIES DO PSPS HAVE AS THE CCTS HANDLES CUSTOMER COMPLAINTS, AND ENFORCES COMPLIANCE?

The CCTS requires PSPs to cooperate while the CCTS handles and investigates complaints. The CCTS requires PSPs to provide information and documents about the complaint and to respond to the CCTS’ inquiries within specified time limits. The CCTS also requires PSPs to cooperate and comply with the PSP’s obligations as a participant in the CCTS, including compliance with the Code.

Examples of PSP non-compliance (non-exhaustive list):

- PSP does not attempt to resolve the complaint with the customer during the Initial Referral stage;
- PSP does not provide a full response and relevant documents for unresolved complaints during Initial Referral (as required under [section 6.7\(c\)](#));
- PSP does not provide all necessary information or documents at Conciliation or Investigation when requested by the CCTS, promptly or at all.

B. INFORMATION AND DOCUMENTS

ISSUE 1: WHAT INFORMATION AND DOCUMENTS DOES THE CCTS TYPICALLY REQUIRE FOR THE INVESTIGATION OF A COMPLAINT?

The CCTS will require information and documents that are relevant to the issues in the complaint. For example, a complaint about an Internet service delivery issue may require usage records, while a complaint about a billing error may require copies of monthly bills.

Examples of documents that may be relevant (non-exhaustive list):

- copy of contract;
- call notes and/or call recordings;
- letters, emails or text-messages sent to the customer;
- terms of service;
- copies of the provider’s relevant policies and procedures;
- results of internet speed tests;
- usage records;
- invoices.

ISSUE 2: WHAT IS MEANT BY “PROMPTLY”?

Under [section 6.7\(c\)](#), when a complaint is unresolved at Initial Referral, the PSP must provide, prior to the end of the 20-day Initial Referral,

- a full and complete written response that responds to each allegation contained in the customer's complaint; **and**
- **all** relevant documentation to support the PSP's position that the PSP fulfilled its obligations to the customer.

During an Investigation, the CCTS may request further information or documentation, which the PSP is required to promptly provide. The CCTS will provide the PSP with a deadline to provide the requested information or document. Generally, if the document should have been provided during Initial Referral, the PSP will be given 1-2 business days to respond. If the document could not have reasonably been seen as being relevant to the complaint at Initial Referral, the deadline to respond will be 2-5 business days.

ISSUE 3: WILL THE CCTS ACCEPT EVIDENCE FROM THE PSP IN A LANGUAGE OTHER THAN ENGLISH OR FRENCH?

If the CCTS receives evidence from a PSP in a language other than French or English, the CCTS will request the PSP to provide a translation of its evidence into French or English at its cost. The CCTS will provide the customer with a copy of the translation and evidence if it is relevant to the unresolved issues in the customer's complaint, unless the PSP requests, and the CCTS accepts, that the evidence not be disclosed under section 15.3 of the Procedural Code.

If the customer materially disputes the accuracy of the provider's translation, the CCTS will use tools available to it in the course of its independent and impartial dispute resolution process to assess the accuracy of the translation, which may include obtaining independent translation.

C. ROLE OF OTHER PSPS

ISSUE 1: WHEN CAN THE CCTS INVOLVE ANOTHER SERVICE PROVIDER IN A COMPLAINT?

The objective of involving a second PSP is to help expedite resolution of a customer's ongoing service delivery issue, and to ensure that the CCTS has the information and documents necessary to resolve or investigate unresolved complaints.

The CCTS can ask another PSP for information and assistance relevant to the customer's complaint if the customer is experiencing service delivery issues, and their service provider believes another provider has information relevant to the complaint or can assist the CCTS with resolving or investigating the complaint.

The CCTS will not determine whether the providers met their obligations to one another.

ISSUE 2: WHAT ARE THE OBLIGATIONS OF THE SECOND PROVIDER?

When the CCTS involves another PSP in the customer's complaint, the second provider is expected to continue working with the customer's PSP with the goal of trying to expedite the resolution of the ongoing service delivery issue. If the complaint remains unresolved, the second PSP must provide the CCTS with documents and information about what steps it took to address the issue and why the issue

remains unresolved. The CCTS may also request that the second PSP expedite efforts to address the issue, or provide additional information as needed.

SECTION 16 – NO USE OR DISCLOSURE IN OTHER PROCEEDINGS

16.1 The discussions, documents, information, correspondence and other things of, or relating to, the Customer, a Participating Service Provider (whether or not named in the complaint), and the Commissioner created for, arising from or in relation to, or disclosed pursuant to or in connection with a complaint shall be deemed to be without prejudice and shall not be disclosed or used in any subsequent legal or other proceeding involving any of the Customer or any Participating Service Provider (whether or not named in the complaint).

16.2 The Commissioner, members of their staff, or their agents may not be called to testify in any subsequent legal or other proceeding, nor may production or disclosure be sought of any document, discussion or correspondence arising from a complaint or any document or information contained in the files of the Commissioner.

ISSUE: WHAT DOES “WITHOUT PREJUDICE” MEAN?

Before the CCTS can accept a complaint from a customer, a customer must agree to abide by the Code. The same holds true for PSPs: all PSPs agree to follow the Code when they sign up to participate in the CCTS.

Section 16 of the Code states that all discussions, documents and correspondences that are provided to the CCTS while the CCTS handles and investigates a complaint are treated as having been provided “without prejudice.” This means that they cannot be used in court or any other proceedings. The purpose is to prevent details of offers and resolution discussions from being used later against the interests of the party which provided them.

Any discussions, documents and correspondence involving the customer, PSP and the CCTS’ agents cannot be provided for, or used in, any legal or other proceeding.

If a legal or other proceeding is initiated, the CCTS cannot be ordered to provide any document, discussion or correspondence related to the complaint, nor can any agent of the CCTS be called to testify.

SECTION 17 – CONFIDENTIALITY

17.1 In the course of carrying out their functions, powers and jurisdiction, the Commissioner shall, subject to Section 17.2 below, maintain the confidentiality of identity of the Customer and the Participating Service Provider named in the complaint, save as between the parties to the complaint and any other Participating Service Provider that has provided information, documents or other things, or assistance, pursuant to Sections 15.1(a) and 15.1(c), and as may be necessary to carry out the Commissioner’s functions in relation to the complaint.

17.2 The Commissioner may make Investigation Findings, whether accepted by the Customer or not, available to the public. The name and identity of the Customer and any Participating Service Provider shall remain confidential and any identifying information shall be removed from any public disclosure of such Investigation Findings.

SECTION 18 – IMMUNITY

18.1 The Commissioner and their staff and agents are immune from suit in relation to the good faith exercise of their functions, powers and jurisdiction under this Code, and all related activities.

ISSUE: WHAT DOES “IMMUNE FROM SUIT” MEAN?

Neither CCTS nor its staff can be sued for their actions while performing their complaint-handling duties, provided they acted in good faith. This means that a customer or a PSP that is dissatisfied with the outcome of a complaint cannot sue the CCTS staff, unless the complaint was handled or investigated in bad faith.¹

SECTION 19 – COMMISSIONER’S DISCRETION TO EXTEND OR ABRIDGE TIME

19.1 The Commissioner may, in their discretion, on notice to the Customer and the Participating Service Provider, extend or abridge the time for taking any action under this Code, save and except for the time limitation for filing a complaint pursuant to Sections 10.3 through 10.5. Without restricting the foregoing, the Commissioner shall exercise their discretion pursuant to this Section to ensure that any changes to the time for taking action under this Code shall not operate in such a manner as to cause unfairness to either a Customer or a Participating Service Provider involved in the complaint.

ISSUE: CAN THE CCTS EXTEND OR ABRIDGE DEADLINES SET OUT IN THE CODE?

Yes. The CCTS is permitted to extend or shorten any timelines specified in the Code. However, the CCTS cannot extend the deadline for filing a complaint as described in [section 10.3 and 10.5](#).

SECTION 20 – INVESTIGATION FINDINGS DO NOT ESTABLISH PRECEDENTS

20.1 In considering each complaint, the Commissioner’s discretion shall not be fettered by, and the Commissioner shall not be bound by, any previous Investigation Findings made by the Commissioner or by any predecessor in that office.

ISSUE: DOES THE CCTS HAVE TO FOLLOW ITS PREVIOUS DETERMINATIONS WHEN MAKING NEW INVESTIGATION FINDINGS?

Investigation Findings are issued on a case-by-case basis, and not compared to, or dependent on, any previous Investigation Findings. The CCTS is not required to follow its previous Investigation Findings when issuing new Investigation Findings.

¹ “Bad faith” has not been formally defined by Canadian courts but typically involves conduct evidencing fraud, malice, illegality, etc.

Appendix A: Equipment Decision framework

