



Broadcasting and Telecom Notice of Consultation CRTC 2026-134

PDF version

Gatineau, 12 June 2026

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Notice of hearing

30 November 2026

Gatineau, Quebec

Harmonizing the consumer protection codes

Deadline for submission of interventions: 11 August 2026

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

[\[Submit your views using the online engagement platform\]](#)

The Commission will hold a public hearing, beginning on **30 November 2026 at 9:00 a.m.** at the **Conference Centre, Phase IV, 140 Promenade du Portage, Gatineau, Quebec.**

[Attend the hearing or listen to it online](#)

Summary

Through its [Consumer Protections Action Plan](#), the Commission is working to help protect and empower Canadians in their dealings with Internet, wireless phone, home phone, and television (collectively, communications) service providers.

The Commission currently has four consumer codes of conduct to help guide the relationship between providers of communications services and their customers. These codes apply to home phone services (the [Deposit and Disconnection Code](#)), wireless phone services (the [Wireless Code](#)), television services, such as cable services (the [Television Service Provider Code](#)), and Internet services (the [Internet Code](#)) [collectively, the Codes]. The Commission for Complaints for Telecommunications Services Inc. (CCTS) administers and uses the Codes to help resolve customer complaints.

The Codes help prevent Canadians from receiving a sudden and unexpected increase in monthly bills, also referred to as bill shock, and make it easier for customers to understand their service contracts and switch providers. The Commission's monitoring has shown that the Codes have contributed to improved consumer experiences with service providers. However, because the Codes were put in

place at varying times and in different contexts, the consumer protections are not consistent across communications services, even though many Canadians purchase services as bundles. This can be confusing for customers and administratively burdensome for service providers to manage and for the CCTS to administer.

In this proceeding, the Commission is looking to make the consumer protections for communications services clearer and more consistent by combining them into a unified Code (the Consumer Protection Code), while reducing administrative burden. As part of this proceeding, the Commission will hold a public hearing in Gatineau, Quebec, beginning on 30 November 2026.

To guide interested persons in making their submissions, the Commission has included a Consumer Protection Code Working Document in Appendix 1 to this notice. It is intended to provide a possible model for the harmonized Code and to stimulate discussion and debate. A complete list of questions can be found in Appendix 2 to this notice. Information on how to participate in this proceeding or submit views through the [CRTC Conversations](#) online engagement platform can be found in the “[What you need to know to participate in this proceeding](#)” section of this notice.

Key information from this notice is available in American Sign Language (ASL) and Langue des signes québécoise (LSQ) on the [Commission’s website](#). The Commission will accept video interventions in ASL and LSQ for this proceeding.

A summary of this notice of consultation is available in the following languages: Anishinaabemowin (Ojibway) [in [HTML](#) and [PDF](#) (Eastern) and in [HTML](#) and [PDF](#) (Western)], Dëne Sųłné (Chipewyan) [in [HTML](#) and [PDF](#)], Innu-Aimun (Innu) [in [HTML](#) and [PDF](#)], Michif (in [HTML](#) and [PDF](#)), Mikmaq (Mi’kmawi’simk) [in [HTML](#) and [PDF](#)], Plains Cree (paskwâwinîmowin) [in [HTML](#) and [PDF](#)], and Qikiqtaaluk nigiani (South Baffin Inuktitut) [in [HTML](#) and [PDF](#)]. Interested persons can also submit interventions in these languages.

Introduction

Why are we launching this proceeding?

1. The Commission currently has four consumer codes of conduct to help guide the relationship between providers of communications services and their customers. These codes apply to home phone services (the [Deposit and Disconnection Code](#)), wireless phone services (the [Wireless Code](#)), television services, such as cable services (the [Television Service Provider Code](#)), and Internet services (the [Internet Code](#)) [collectively, the Codes].
2. The Codes are administered by the Commission for Complaints for Telecom-television Services Inc. (CCTS). The CCTS is an independent organization that assists in resolving customer complaints about telecommunications and television (communications) services. It also receives and reports publicly on complaints from individuals and small businesses.

3. To date, the Codes have helped prevent bill shock and have made it easier for consumers to understand their service contracts and switch providers. However, they were put in place at different times and in varying contexts, which has resulted in consumer protections that are not consistent across services. This can be confusing for customers, especially for those who purchase these services in bundles. It can also be administratively burdensome for service providers to manage and for the CCTS to administer.
4. The Commission is launching this proceeding to gather comments on how best to harmonize the Codes to ensure that:
 - existing consumer protections apply in a consistent and reasonable manner across services;
 - consumer protections are easy and simple to understand and interpret; and
 - compliance with and administration of these consumer protections minimizes the administrative burden for the industry and the CCTS.

What is the legal framework?

5. The Commission is launching this proceeding using its authorities under the *Telecommunications Act* and the *Broadcasting Act* and in accordance with the [2023 Telecommunications Policy Direction](#).¹ In line with subparagraph 17(b)(ii) of the 2023 Telecommunications Policy Direction, this proceeding will examine the harmonization of consumer protections so that Canadians and service providers have clarity about their rights and obligations, regardless of the service being provided.
6. A detailed description of the legal framework can be found in Appendix 3 to this notice.

How are we applying an administrative burden lens?

7. On 9 July 2025, the President of the Treasury Board announced a Red Tape Review² across the federal regulatory system, focusing on cutting red tape, including unnecessary, duplicative or overly burdensome rules. As an independent quasi-judicial tribunal that regulates the Canadian communications sector in the public interest, the Commission is doing its part to cut red tape where possible.

¹ [Order Issuing a Direction to the CRTC on a Renewed Approach to Telecommunications Policy](#), SOR/2023-23, 10 February 2023.

² [Red Tape Review](#), Government of Canada. The Government describes red tape in our regulatory system as complicated or outdated processes, unnecessary, duplicative or overly burdensome rules, or inefficient or unpredictable regulatory administration or service delivery.

8. As part of its response to the Red Tape Review,³ the Commission has started using a regulatory burden lens as it reviews and modernizes its regulatory frameworks. Through its public consultations, the Commission is ensuring that its rules are efficient and proportionate.
9. Through this proceeding, the Commission will take action to support the objectives of the Red Tape Review initiative, which seeks to streamline, modernize, and simplify processes, policies, and regulations, by simplifying and consolidating the Codes through harmonization. This will replace the four existing Codes with one simple Consumer Protection Code for the benefit of consumers, the industry, and the CCTS. The Commission has also taken measures to provide administrative relief for the industry by [announcing](#) the temporary suspension of compliance reporting requirements for the Wireless Code and the Internet Code until a decision has been rendered as an outcome of this proceeding.

The Commission's preliminary views on harmonization

10. Since 2014, the Commission has been contracting public opinion research to better understand Canadians' experiences with their communications service providers and to help ensure that the Codes address the issues they experience. The Commission also runs a nationwide program to evaluate service providers' retail sales practices.
11. The [reports](#) from this research have shown that the Codes have resulted in increased clarity of service contracts, reduction in unexpectedly high bills, and greater ease of switching service providers.
12. However, as mentioned above, the Codes are comprised of four separate regulatory tools that were established at different times and do not apply to communications services in a consistent manner. Further, communications service providers are required to submit separate annual compliance reports related to the Wireless Code and the Internet Code.
13. Given the above, the Commission's preliminary view is that harmonizing the Codes by combining them into a single shared set of protections (the Consumer Protection Code) would be advantageous. It would improve clarity and consistency of consumer protections across all retail services, while reducing administrative burden for the industry and the CCTS. Harmonizing the Codes would also enable the Commission to more efficiently monitor the success of the Codes and update and improve consumer protections for all communications services, as part of its future reviews of the Consumer Protection Code.
14. Some existing consumer protections could apply to all retail services, while others would continue to apply only to specific services. As part of this proceeding, the Commission will examine whether it would be appropriate or effective to extend certain service-specific protections across a broader set of retail services.

³ [Red Tape Reduction Progress Report](#), Canadian Radio-television and Telecommunications Commission, 23 April 2026.

15. As noted above, the CCTS administers the existing Codes, while the Commission addresses systemic or serious compliance issues. Given that this proceeding is focused on harmonizing existing consumer protections, it is unlikely that this harmonization would require any changes to these roles. The Commission is therefore of the preliminary view that the Commission and the CCTS should retain their existing roles in the context of the Consumer Protection Code.

What we are examining in this proceeding

16. To foster engagement and discussion, Appendix 1 to this notice includes a draft text of a potential Consumer Protection Code (a Consumer Protection Code Working Document). This working document is a compilation of the provisions in the four existing codes. To make this process more efficient, the Commission is seeking comments on the Consumer Protection Code Working Document.

17. The Commission is also seeking comments on the following issues, as detailed in Appendix 2 to this notice:

- consistency and clarity of the Consumer Protection Code;
- extending the application of consumer protections across retail services currently subject to the Codes;
- extending the application of the Consumer Protection Code protections related to Internet services to:
 - all Internet service providers; and
 - small business contracts;
- clarification of the definition of “home phone services;”
- need for amendments to rules on early cancellation fees;
- administration and enforcement of the Consumer Protection Code;
- implementation of and compliance with the Consumer Protection Code;
- monitoring and review of the Consumer Protection Code; and
- promotion of the Consumer Protection Code.

18. As part of its efforts to reduce red tape, the Commission will also consider whether there are provisions of the Codes that are no longer necessary to achieve its stated objectives and that could be removed without reducing or limiting the protections for consumers.

What you need to know to participate in this proceeding

Procedure

19. The *Canadian Radio-television and Telecommunications Commission Rules of Practice and Procedure* (the [Rules of Procedure](#)) apply to the present proceeding. Accordingly, the procedure set out below must be read in conjunction with the Rules of Procedure and related documents, which can be found on the Commission's website under [Statutes and Regulations](#). The guidelines set out in Broadcasting and Telecom Information Bulletin 2010-959 provide information to help interested persons and parties understand the Rules of Procedure so that they can more effectively participate in Commission proceedings.

Submitting comments

20. The Commission invites comments on the Consumer Protection Code Working Document in Appendix 1 and the issues set out in Appendix 2 to this notice. The Commission will accept interventions that it receives on or before **11 August 2026**. Only parties to the proceeding can participate in later stages of the proceeding. Details regarding the public hearing phase of this proceeding are provided below. The deadline for final submissions following the public hearing phase of the proceeding will be provided at a later date.
21. Interested persons who wish to become parties to this proceeding must submit an intervention. As a result of this proceeding, the Commission could impose additional obligations on some or all service providers, whether or not they are parties to this proceeding.
22. The Commission invites individuals who are Deaf or hard of hearing and their representatives to present their comments on the issues under consideration in American Sign Language (ASL) and Langue des signes québécoise (LSQ) in video format if they so choose. Interested persons filing video comments must provide a working link to their video in the Intervention form. Because these videos will inform the Commission's decision-making, they must be publicly accessible. For instance, a link that requires another party to request access to the video would not meet this standard.
23. The Commission will transcribe the ASL and LSQ interventions filed for this proceeding and the transcripts will be posted on the Commission's website.
24. Any interested persons can request accommodations to participate in this Commission proceeding. This could be related to disability, or to other reasons, like religious observance, or to a combination of reasons. If you wish to request accommodations in filing your comments, you are encouraged to make your request **within the first 15 days** after this notice of consultation is posted on the Commission's website.
25. Interested persons who require assistance submitting comments can contact the Commission's Hearings & Public Proceedings group at hearing@crtc.gc.ca.

26. For more information on accessibility and accommodations in Commission proceedings, see Broadcasting and Telecom Information Bulletin 2025-95.
27. Pursuant to Broadcasting and Telecom Information Bulletin 2015-242, the Commission expects incorporated entities and associations, and encourages all interested persons and parties, to file submissions for Commission proceedings in accessible formats (for example, text-based file formats that allow text to be enlarged or modified, or read by screen readers). To provide assistance in this regard, the Commission has posted on its website [guidelines](#) for preparing documents in accessible formats.
28. Interested persons are permitted to coordinate, organize, and file, in a single submission, interventions by other interested persons who share their position. Information on how to file this type of submission, known as a joint supporting intervention, as well as a template for the covering letter to be filed by the parties, can be found in Telecom Information Bulletin 2011-693.
29. Submissions longer than five pages should include a summary. Each paragraph of all submissions should be numbered, and the line *****End of document***** should follow the last paragraph. This will help the Commission verify that the document has not been damaged during electronic transmission.
30. All documents required to be served on parties to the proceeding must be served using the contact information contained in the interventions. The Commission encourages interested persons and parties to monitor the record of the proceeding, available on the Commission's website, for additional information that they may find useful when preparing their submissions.
31. Submissions must be filed by sending them to the Secretary General of the Commission using **only one** of the following means:

by completing the

[\[Intervention/comment/answer form\]](#)

or

by mail to

CRTC, Gatineau, Quebec K1A 0N2

or

by fax at

819-994-0218

or

by ASL or LSQ video using the
[\[Intervention form\]](#)

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

Request to appear at the public hearing

35. A public hearing is a meeting where people can appear remotely or in person to share their opinions on the issues covered in this proceeding. The Commission will hold a public hearing starting on **30 November 2026 at 9:00 a.m., at the Conference Centre, Phase IV, 140 Promenade du Portage, Gatineau, Quebec.**
36. Parties that file their comments should indicate whether they would like to appear at the public hearing and state the reasons why they should appear. Parties do not have to appear at the public hearing. If parties wish to not appear, the Commission will assume that their comments submitted using the intervention form fully represent their views on the issues covered in this proceeding. The Commission will give their comments the same importance and consideration as comments from those who choose to participate at the public hearing.
37. Parties can request to appear:
 - remotely from their home or office; or
 - at the public hearing's main location in Gatineau.
38. Parties who wish to appear remotely should indicate their preference when filing their comments.
39. The Commission will consider all requests to appear at the hearing, but it will only contact those whose requests to appear have been granted.

40. Interested persons who wish to request accommodations or need assistance to appear at the public hearing must indicate in their intervention that they require communications support, such as assistive listening devices and sign-language interpretation, to be able to appear so that the necessary arrangements can be made. Interested persons have until **11 August 2026** to make requests for accommodation.
41. The Commission will issue an organization and conduct letter several days before the hearing. This letter will set out the agenda and provide more directions on the conduct of the public hearing.

Confidentiality notice

42. The Commission's proceedings are designed to allow members of the public to provide input so that it can make better, more informed decisions. As a result, the general rule is that all information filed with the Commission is placed on the public record and can be reviewed by all parties and members of the public.
43. However, the Commission also often needs detailed information from the companies it regulates and supervises to make an informed decision. This information can be commercially sensitive, especially as the environment in which the companies operate becomes more competitive. The Commission will therefore accept certain information as confidential.
44. Parties can designate information as confidential under subsection 39(1) of the *Telecommunications Act* and section 25.3 of the *Broadcasting Act* with a detailed rationale as to why that information should be considered confidential. The Commission reminds parties that when a document is filed with confidential information, an abridged version must also be filed so that it can be included in the public record.

Privacy notice

45. Please note the following:
 - Documents will be posted on the Commission's website exactly as received, in the official language and format in which they are received. This includes any personal information contained in them, such as full names, email addresses, postal/street addresses, and telephone and fax numbers. Links to ASL or LSQ video submissions and the transcripts of these videos will also be put on the Commission's website.
 - All personal information parties provide as part of this public proceeding, except information designated as confidential, will be posted on the Commission's website and can be accessed by others.
 - However, the information parties provide can only be accessed from the web page of this particular proceeding. As a result, a general search of the Commission's website using either

its search engine or a third-party search engine will not provide access to the information that was provided as part of this public proceeding. That said, because individuals who submit an ASL or LSQ video comment or reply must submit a working link to a publicly viewable version of their video to the Commission, depending on where the video was uploaded, any intervention or reply submitted via ASL or LSQ video may be searchable by a third-party search engine.

- The personal information that parties provide will be used and may be disclosed for the purpose for which the information was obtained or compiled by the Commission or for a use consistent with that purpose.

Sharing views on CRTC Conversations

46. Interested persons have until **11 August 2026** to share their views on [CRTC Conversations](#), the online engagement platform.

47. The platform facilitates participation among persons who may be less familiar with Commission processes. It includes only select questions.

48. All comments received via CRTC Conversations will be placed on the public record of this proceeding.

49. Please note the following:

- The information provided is entered into a searchable database on the engagement platform.
- The comments provided will be attributed to the username given during the registration process on the platform.
- These comments and usernames are searchable with the help of third-party search engines.
- Any personal information submitted through the platform will also be searchable. Any information will be used and may be disclosed for the purposes for which the information was obtained or compiled by the Commission, or for a use consistent with that purpose.

50. Interested persons who provide their views via CRTC Conversations will not be considered parties to this proceeding. In general, this means that they will not receive notice of other comments or procedural requests or changes, they may not participate in the appearing phase of the hearing, and they may not be named (or required to participate) in any appeal of the Commission's decision.

51. To become a party to this proceeding, interested persons must submit a formal intervention via the online form, fax, traditional mail, or by ASL or LSQ video. Details on how to submit a formal intervention are provided above.

Accessing documents

52. Links to interventions, as well as other documents referred to in this notice, are available on the Commission's "[Consultations and hearings: have your say](#)" page.

53. Interested persons can find electronic versions of the documents by clicking on "[\[Submit an intervention or view related documents\]](#)" at the top of this notice.

54. Documents are available upon request during normal business hours by contacting:

Documentation Centre
Examinationroom@crtc.gc.ca

Client Services
Toll-free telephone: 1-877-249-2782
Toll-free TTY: 1-877-909-2782

Application for costs

55. As this proceeding is a joint telecommunications and broadcasting proceeding with an emphasis on telecommunications, any broadcasting-related costs incurred by interveners to participate are inextricable from telecommunications-related costs. As a result, all costs applications in this proceeding will use the telecommunications costs process and be reviewed and assessed under the regime set out in the *Telecommunications Act* and the Rules of Procedure.

56. The Commission considers that active participation of individuals and groups that represent the public interest provides a valuable contribution to its decisions. These individuals and groups may require financial assistance to effectively participate in Commission proceedings. To understand how to apply for costs after the proceeding, please visit the Commission's "[How to claim telecommunications proceeding expenses](#)" page.

Secretary General

Appendix 1 to Broadcasting and Telecom Notice of Consultation CRTC 2026-134

Note to readers

- Each of the protections, including their sub-sections, in this document are followed by [closed brackets] indicating to the reader the source of the text. Where multiple codes have identical or functionally identical phrasing, all relevant codes will be identified. Where phrasing among codes differs, only the code whose exact wording is used will be identified.
- Source of the text will be identified as follows:
 - [DDC] - [Deposit and Disconnection Code](#) (2011)
 - [TC] - [Television Service Provider Code](#) (2016)
 - [WC] - [Wireless Code](#) (2013, 2017)
 - [IC] - [Internet Code](#) (2019)
 - Text changes: *bold italicized text*
 - This includes text adjustments needed to effectively streamline and align the provisions to ensure they apply consistently across retail services. They are not considered to be substantive changes to the existing codes.
- The numbering of the sections in the Consumer Protection Code may not align with those in the existing codes; some of the sections have been re-arranged for improved flow.

Consumer Protection Code Working Document

This working document is intended to provide a possible model for the Consumer Protection Code based on existing protections and to stimulate discussion and debate.

Where changes, additions, or removals to the existing wording is considered necessary, comments should provide alternative wording, with supporting rationale.

The Consumer Protection Code (working title)

The Canadian Radio-television and Telecommunications Commission (the Commission) has created the *Consumer Protection Code (or the Code)* so that *individual and small business consumers* of retail *telecommunications and television (communications)*⁴ services will be better informed of their

⁴ Text added to capture all relevant customers and retail services covered by the existing codes.

rights and responsibilities contained in their contracts with *communications* service providers (service providers). [WC, IC]

Objectives

The *Consumer Protection Code* will:

- (i) make it easier for individual and, *where applicable*,⁵ small business customers to obtain and understand the information in their *communications* service contracts; [WC]
- (ii) establish consumer-friendly business practices for the industry where necessary; [WC, IC]
- (iii) contribute to a dynamic *communications* service market; [IC] and
- (iv) further the policy objectives set out in paragraphs 7(a), (b), (f), and (h) of the *Telecommunications Act and subparagraphs 3(1)(t)(ii), and (iii) of the Broadcasting Act*.⁶ [IC]

Application

The Code applies to the following services *delivered* in all provinces and territories, regardless of the status and business models of the service provider, whether purchased on a stand-alone basis or as part of a bundle, and whether purchased in person, online, or over the phone. [IC]:

- *TV services offered to individual customers*,⁷ not including the owner or operator of a hotel, hospital, nursing home or other commercial or institutional premises [TC],
- *Home phone services, including*⁸ residential primary exchange services and *voice over Internet Protocol (VoIP)* provided in forborne markets [DDC],
- *fixed Internet access services provided* to individual customers by large facilities-based Internet service providers, namely:

Bell Canada

Cogeco Connexion Inc.

⁵ Text has been changed to reflect that, unlike the Wireless Code, the Internet Code currently does not, and may not, apply to small business customers.

⁶ Text has been added to account for the Television Service Provider (TVSP) Code.

⁷ Text has been added to ensure that the “Application” section also includes TV services. This provision does not exist in the current TVSP Code. This wording was taken from the Definitions section of that Code.

⁸ Text has been added to clarify that VoIP-based landline services are captured.

Eastlink

Northwestel

Rogers

SaskTel

TELUS

Videotron

Xplore [IC]

- *all mobile* wireless⁹ postpaid services provided to *individual and small business*¹⁰ customers (*only*¹¹ the following sections of the Code apply to mobile wireless prepaid services: A.1-3; B.5 (r)-(v); E.1, A.4, and E.5; F.1-4; G.1-4; and J.1), [WC]

Definitions

Definitions of key terms are provided at the end of the Code. [IC]

Implementation date

The *Consumer Protection Code* comes into effect on xx. [IC]

Implementation for new, renewed, amended, and existing contracts

The *Consumer Protection Code* applies in full to new, renewed, and amended contracts. It also applies to existing contracts, excluding provisions B.1., B.2., B.5., C.1., F.6., G.1., and G.4. [IC]

Administration

A customer who believes that their service provider is not adhering to the Code must first try to resolve the problem directly with the service provider. If the customer is not satisfied with the service provider's response, they can contact the Commission for Complaints for Telecom-television Services Inc. (CCTS) as follows:

Mail: P.O. Box 56067 Minto Place RO, Ottawa ON K1R 7Z1

⁹ Text added to clarify that this only applies to mobile wireless services.

¹⁰ Text has been added to make the distinctions between the application of protections to Internet services and wireless services clearer.

¹¹ Text adjusted slightly to make it clearer.

Website: www.ccts-cprst.ca

Toll-free phone: 1-888-221-1687

TTY: 1-877-782-2384

Email: response@ccts-cprst.ca

Fax: 1-877-782-2924

[WC, IC]

Preamble

1. Interpretation

- (i) In interpreting the Code:
 - (a) if any part of the Code or a contract for services *listed in the Application section above* is ambiguous, or if it is unclear how the terms of the Code or the contract are to be applied, then the Code and the contract must be interpreted in a manner that is favourable to the customer; [WC, IC]
 - (b) a service provider may not require a customer to waive a right under the Code, contractually or otherwise, in order to receive the service provider's services; and [WC, IC]
 - (c) the Code and its provisions are to be interpreted purposively, by reference to their objectives [WC, IC] and reference shall be made to *the following policies, which may be subject to future additions or clarifications*:
 - *CISC non-consensus report – Draft Deposit and Disconnection Code*, Telecom Decision CRTC 2011-702, 14 November 2011 [DDC],
 - *The Wireless Code*, Telecom Regulatory Policy CRTC 2013-271, 3 June 2013 [WC],
 - *Review of the Wireless Code*, Telecom Regulatory Policy CRTC 2017-200, 15 June 2017 [WC],
 - *Requests for clarification on how the Wireless Code applies to tab contracts*, Telecom Regulatory Policy CRTC 2013-586, 31 October 2013,
 - *Wireless Code – Clarification of how the Wireless Code applies to corporate wireless service plans*, Telecom Decision CRTC 2014-528, 8 October 2014,

- *Prohibition of 30-day cancellation policies, Broadcasting and Telecom Regulatory Policy CRTC 2014-576, 6 November 2014,*
- *The Public Interest Advocacy Centre and the Consumers' Association of Canada - Application regarding the consistency of Rogers Communications Partnership's "Rogers Next" and TELUS Communications Company's "T-UP!" early upgrade programs with the Wireless Code, Telecom Decision CRTC 2015-212, 21 May 2015,*
- *Wireless Code – Requests for clarification on how the disconnection rules apply to suspensions, Telecom Decision CRTC 2015-376, 14 August 2015,*
- *Wireless Code – Request to clarify the device unlocking rules, Telecom Decision CRTC 2019-169, 23 May 2019,*
- *Wireless Code – Application by the Public Interest Advocacy Centre and the National Pensioners Federation seeking clarification and enforcement of rules regarding prepaid balances, Telecom Decision CRTC 2020-91, 11 March 2020,*
- *Wireless Code – Application to device financing plans, Telecom Decision CRTC 2021-98, 4 March 2021,*
- *The Wireless Code – Clarification of the term “manufacturer’s suggested retail price”, Telecom Decision CRTC 2022-294, 28 October 2022,*
- *The Television Service Provider Code, Broadcasting Regulatory Policy CRTC 2016-1, 7 January 2016,*
- *The Internet Code, Telecom Regulatory Policy CRTC 2019-269, 31 July 2019,*
- *Prohibition of fees that are a barrier to switching cellphone and Internet plans, Telecom Regulatory Policy CRTC 2026-43, 12 March 2026,*
- *Enhancing customer notifications, Telecom Regulatory Policy CRTC 2026-67, 13 April 2026.*¹²

- (ii) The CCTS may interpret the Code for the purpose of investigating complaints. Decisions rendered by the CCTS about specific complaints cannot be appealed to the CRTC. If, however, at any time service providers or other interested persons are unclear about the

¹² Text added to incorporate all of the policies associated with the existing Codes.

application or interpretation of the Code by the CCTS, they may seek guidance or interpretation from the CRTC through Part 1 applications. The CRTC reserves the right to issue guidelines of general application. [IC] ***For more information on the CCTS complaints resolution process refer to the CCTS [website](#).***

2. Retaining evidence

- (i) A service provider must retain any information necessary to defend an allegation of a breach of the ***Consumer Protection Code***. [IC]

A. Clarity

1. Clear communication

- (i) A service provider must communicate with customers in a way that is clear, easy to understand, timely, accurate, and accessible, and that uses plain language. [WC, IC]
- (ii) A ***service provider*** must advise a consumer if it is unable to serve that consumer in both French and English. [TC] A service provider must ensure that its written contracts and related documents, such as privacy policies and fair use policies, are written and communicated in a way that is clear, accessible, and easy for customers to read and understand. [WC, IC]

2. Prices

- (i) A service provider must ensure that the prices set out in offers and contracts are clear, including prices related to promotions, discounts, incentives, other time-limited offers, and bundles. [IC]
- (ii) A service provider must indicate whether these prices include taxes. [IC]

3. Unlimited services

- (i) A service provider must not charge a customer any overage charge for services purchased on an unlimited basis. [WC, IC]
- (ii) A service provider must not limit the use of a service purchased on an unlimited basis unless these limits are clearly explained in the fair use policy. [WC, IC]

4. Unsolicited services

- (i) A service provider must not charge for any device or service that the account holder or authorized user has not expressly purchased. [WC, IC]

5. Clarity of offers

- (i) A service provider must ensure that offers are clearly communicated before the customer consents to the offer, including during phone calls and door-to-door sales and in its promotional material. [IC]
- (ii) A service provider's offer must include all key contract terms. [IC]
- (iii) A service provider must retain information demonstrating that all key contract terms were disclosed at the time of an offer. A service provider must provide this information to customers and to the CCTS upon request at no charge. [IC]
- (iv) *For TV services:*
 - (a) A TV service provider must ensure that consumers are aware of the availability, price and content of its entry-level service offering. [TC]

B. Contracts and related documents

1. Provision of contract

- (i) When a contract is agreed to, a service provider must give the customer a contract that meets all the conditions regarding the content of the contract as set out in provision B.5. A terms of service document is sufficient to meet this requirement only if it contains all of the information required by provision B.5. [IC]
- (ii) A service provider must give the customer a permanent copy of the contract and related documents, in the format of the customer's choosing (electronic or paper) and at no charge, in the following circumstances: [WC, IC]
 - (a) if the contract is agreed to in person, the service provider must give the contract and related documents to the customer immediately after the customer agrees to the contract; [TC, WC, IC] or
 - (b) if the contract is not agreed to in person (i.e. if it is agreed to over the phone, online, or otherwise at a distance), the service provider must, [TC, WC, IC]
 - (i) where the customer chooses to receive a paper copy of the contract, send the contract and related documents to the customer within 15 calendar days of the customer agreeing to the contract; [WC, IC] or
 - (ii) where the customer chooses to receive the contract electronically, send the contract and related documents to the customer no later than one business day after the contract was entered into. [WC, IC]

2. Cancellation period when the permanent contract conflicts with the customer's agreement

- (i) If a service provider fails to provide the contract within the required time frame, or if the terms and conditions of the permanent copy of the contract conflict with the terms and conditions that the customer agreed to, the customer may, within 45 calendar days of the start of the contract, cancel the contract without paying an early cancellation fee or any other penalty. [IC]

3. When a customer requests a copy of their contract

- (i) A service provider must also provide the customer with a permanent copy of the contract and related documents in the format of the customer's choosing (electronic or paper), upon request and at no charge, at any time during the commitment period as follows: [IC]
 - (a) if the customer chooses to receive a paper copy, the service provider must send the document(s) to the customer within 15 calendar days; or [IC]
 - (b) if the customer requests to receive the document(s) electronically, the service provider must send the document(s) to the customer within no later than one business day. [IC]

4. Accessible formats

- (i) A service provider must provide a customer with a copy of the contract and related documents in an accessible format for persons with disabilities upon request, at no charge, at any time during the commitment period. [WC, IC]

5. Content of contracts

- (i) Contracts must set out all the information listed below in a clear manner: [IC]

Key contract terms and conditions

- (a) the services included in the contract, such as ***TV channel packages***, voice, text, and data services that the customer agreed to upon entering into the contract and will receive for the duration of the contract, and any limits on the use of those services that could trigger overage charges or additional fees; [WC]
- (b) ***for TV services***, a list of the individual channels or packages of channels selected by a customer at the time the agreement is made; [TC]
- (c) ***for TV services***, rates for individual channels or packages of channels selected by a customer at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires; [TC]
- (d) the minimum monthly charge for services included in the contract; [WC, IC]

- (i) if the contract includes a promotional price or another time-limited discount, [IC]
 - 1. the minimum monthly charge for *each*¹³ service included in the contract during and after any time-limited discount or promotion; and [IC]
 - 2. when any time-limited discount or promotion will end; [IC]
- (ii) if the service is purchased as part of a bundle, [IC]
 - 1. the minimum monthly charge for *each* service included in the contract during and after any price adjustment related to the bundle; and [IC]
 - 2. whether the minimum monthly charge for services included in the contract depends on a bundling arrangement with other services and, if so, a description of those other services; [IC]
- (e) the commitment period, including the end date of the contract; [WC, IC]
- (f) if applicable [TC, WC, IC]
 - (i) the total installation fee, *if any*,¹⁴ and the conditions under which it must be paid; [IC]
 - (ii) the rental or purchase price of non-subsidized equipment included with the contract, *if any*;¹⁵ [IC]
 - (iii) the total early cancellation fee; [TC, WC, IC]
 - (iv) the amount by which the early cancellation fee will decrease each month; [IC]
 - (v) the date on which the customer will no longer be subject to the early cancellation fee. The date may be presented as an outside limit (i.e. no later than date X); and [WC, IC]

¹³ Adjustments have been made to improve clarity by ensuring that consumers have an itemized list of how much they are paying for each individual service. For bundled services, the goal is to ensure that it is clear what the impact of the bundle discount is on all services within the bundle.

¹⁴ Text has been added to account for the fact that some services may not require installation.

¹⁵ Text has been added to account for the fact that some services may not require purchase or rental of a non-subsidized device.

- (vi) for tab contracts, where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how the fee is calculated; [WC]
- (g) if a device *or equipment* is provided as part of the contract, [IC]
 - (i) the retail price of the device, which is the lesser of the manufacturer's suggested retail price or the price set for the device when it is purchased from the service provider without a contract; [WC, IC]
 - (ii) the amount the customer paid for the device *at the time of purchase*;¹⁶ [WC, IC]
 - (iii) the amount a customer has paid or will pay for the equipment during the commitment period or on a going-forward basis; [TC]
 - (iv) a description of the different options under which the equipment can be acquired by a customer (including rental and rent-to-own options); and [TC]
 - (v) a description of where a customer can find information about any fees associated with an equipment upgrade. [TC]

Other aspects of the contract

- (h) an explanation of all related documents, including privacy policies and fair use policies; [WC, IC]
- (i) all one-time costs, itemized separately; [WC, IC]
- (j) the trial period for the contract and conditions of use, including the associated time and usage limits; [IC]
- (k) optional services selected by the customer at the time the contract is agreed to and the service rates; [IC]
- (l) a policy for service outages and how rebates will be applied;¹⁷ [IC]

¹⁶ Text has been added for additional clarity, given the rules that follow, taken from the TVSP Code.

¹⁷ The ongoing proceeding initiated by Telecom and Broadcasting Notice of Consultation 2025-227 may lead to specific Commission-imposed policy related to outages, but this wording should require only minimal modification to reflect that consumers must be made aware of any new imposed policy.

- (m) ***a policy for disconnection and where this information can be found;***¹⁸
- (n) whether the contract will be extended automatically on a month-to-month basis when it expires and, if so, starting on what date; [WC, IC]
- (o) whether amending a contract term or condition, including changing the contract or promotion or upgrading the device or equipment, would [IC]
- (i) change the price of the services; [IC]
 - (ii) extend the customer’s commitment period; or [IC]
 - (iii) change any other aspect of the contract, including changes to related bundles. [IC]
- (p) if applicable, the amount of any security deposit and any applicable conditions, including the conditions for return of the deposit; and [WC, IC]
- (q) where customers can find information about [TC, WC, IC]
- (i) rates for optional services, if applicable; [IC]
 - (ii) rates for pay-per-use services, including overage fees, if applicable; [IC]
 - (iii) the equipment manufacturer’s warranty, if applicable; [IC]
 - (iv) tools to help customers manage their bills, including notifications on data usage, [WC, IC] roaming, data caps, [WC] and usage monitoring tools; [WC, IC]
 - (v) ***for mobile wireless services***, the service provider’s service coverage area, including how to access complete service coverage maps; [WC]
 - (vi) ***for TV services***:
 1. rates for individual channels and packages of channels; [TC]
 2. how to remove or add individual channels or packages of channels and what, if any, charges would apply; [TC]

¹⁸ Wording is based on the TVSP Code (s.XIV.1), though slightly simplified. The remainder of that section (i.e., contents of the policy for disconnection of service, including grounds for and timing of disconnection) is covered in the “Disconnection” section below.

- (vii) how to contact the service provider's customer service department; [TC, WC, IC]
- (viii) how to make a complaint about the customer's services, including contact information for the CCTS; and [WC, IC]
- (ix) the *Consumer Protection Code*. [TC, WC, IC]

Prepaid service contracts

- (r) A service provider must inform the customer of all conditions and fees that apply to the prepaid balance. [WC]
- (s) A service provider must explain to the customer how they can
 - (i) check their usage balance;
 - (ii) contact the service provider's customer service department; and
 - (iii) complain about the service, including how to contact the CCTS. [WC]
- (t) A service provider must provide this information separately if it does not appear on a prepaid card or in the written contract. [WC]
- (u) If a device is provided as part of a prepaid service contract, a service provider must also inform the customer of [WC]
 - (i) where applicable
 1. the total early cancellation fee;
 2. the amount by which the early cancellation fee will decrease each month, or for tab contracts, where the early cancellation fee reduction is not a fixed dollar amount, either the minimum amount by which the early cancellation fee will reduce each month, or the percentage amount that will be used to determine the monthly early cancellation fee reduction;
 3. the date on which the customer will no longer be subject to the early cancellation fee. The date may be presented as an outside limit (i.e. no later than date X); and
 4. for tab contracts where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how the fee is calculated; [WC]

- (ii) the retail price of the device, which is the lesser of the manufacturer’s suggested retail price or the price set for the device when it is purchased from the service provider without a contract; [WC]
 - (iii) the amount the customer paid for the device; and [WC]
 - (iv) where customers can find information about device upgrades and the manufacturer’s warranty. [WC]
- (v) A service provider must give the customer a copy of the contract and related documents in an alternative format for persons with disabilities upon request, at no charge, at any time during the commitment period. [WC]

C. Critical Information Summary

1. General

- (i) A service provider must provide a Critical Information Summary to a customer when it provides a permanent copy of the contract. This document summarizes the most important elements of the contract for the customer. [IC, TC]
- (ii) The Critical Information Summary may be provided as a separate document from the written contract or prominently as the first pages of the written contract. In either case, the information provided in the Critical Information Summary does not replace or fulfill any requirements to provide the same or similar information within the actual written contract. [WC, IC]
- (iii) A service provider must ensure that the Critical Information Summary contains all of the following: [WC, IC]
 - (a) a complete description of all key contract terms and conditions (see provisions B.5.i.(a) through (g)) listed above; [WC]
 - (b) *for TV services:*
 - (i) a list of the individual channels or packages of channels selected by a customer at the time the agreement is made; [TC]
 - (ii) rates for individual channels or packages of channels selected by a customer at the time the agreement is made;¹⁹ [TC]

¹⁹ Part of section IX.3.b, and sections IX.3.b-g of the TVSP Code are omitted here, because those protections are already covered by the section “5. Contents of Contracts” above.

- (c) the total monthly charge, including rates for optional services selected by the customer at the time the contract is agreed to [WC, IC], **equipment charges**,²⁰ and, if applicable, any time-limited discount or promotion; [IC]
 - (d) information on all one-time charges and additional fees; [WC, IC]
 - (e) information about the trial period, including [WC, IC]
 - (i) descriptions of usage limits, duration, and conditions for the standard trial period; and [WC, IC]
 - (f) a description of any limits imposed on services purchased on an unlimited basis; [WC, IC]
 - (g) information on how to complain about the service provider's **communications** services, including how to contact the service provider's customer service department and the CCTS; and [WC, IC]
 - (h) for tab contracts, where the early cancellation fee is not reduced by a fixed dollar amount each month, an example of how this fee is calculated. [WC]
- (iv) A service provider must ensure that the Critical Information Summary [TC, WC, IC]
- (a) accurately reflects the content of the written contract; [TC, IC] and
 - (b) is clear and concise (does not exceed two pages), uses plain language, and is in an easily readable font. [IC]
- (v) A service provider must provide a customer with a copy of the Critical Information Summary in an accessible format for persons with disabilities, upon request and at no charge, at any time during the commitment period. [WC, IC]

D. Changes to contracts and related documents

1. Changes to key contract terms and conditions during the commitment period

- (i) A service provider must not change the key contract terms and conditions of a service contract without the account holder's or authorized user's informed and express consent. [IC]
- (ii) When a service provider notifies a customer that it intends to change a key contract term or condition, the account holder or authorized user may refuse the change. [IC]

²⁰ Taken from the TVSP Code, with slightly adjusted wording, where this was a standalone sub-bullet.

(iii) As an exception, a service provider may change a key contract term or condition without the account holder's or authorized user's express consent only if the change clearly benefits the customer by either [IC]

(a) reducing the rate for a single service; or [WC, IC]

(b) increasing the customer's usage allowance or speed for a single service for the same price. [IC]

2. Changes to key contract terms and conditions after the commitment period

(i) A service provider may change a key contract term if it provides the account holder with a notice that explains (a) the change, (b) when the change will take effect, and (c) the customer's right to receive an updated contract that reflects this change upon request at no charge. The notice must be provided at least 60 calendar days before the change to the key contract term. [IC]

3. Changes to other contract terms and conditions or related documents

(i) If, during the commitment period, a service provider wishes to change other contract terms and conditions or the related documents, it must provide the account holder with at least 30 calendar days' notice before making such changes. [WC, IC]

(ii) This notice must explain the change and when it will take effect. [WC, IC]

4. Information that must be disclosed during offers to change existing contracts

(i) When a service provider offers a customer a change to their existing contract, including an upgrade, a discount, a promotional offer, *or a device upgrade*,²¹ the service provider must clearly explain to the customer [IC]

(a) any resulting change(s) to the existing contract terms, including any change(s) to the price of the service or related bundles or to the commitment period; and [IC]

(b) whether or not the customer can return to the existing contract terms if they are not satisfied with the change(s). [IC]

5. Changing programming options – TV services

(i) A *service provider* must enable a customer to change individual discretionary channels or packages of discretionary channels. A *service provider* may, however, offer an individual discretionary channel or a package of discretionary channels that cannot be changed for a

²¹ Text has been added to incorporate wording from the Wireless Code (s.G.6.iii.)

specific time period if a customer is clearly informed and accepts the terms and conditions set out in a written agreement. [TC]

- (ii) When a *service provider* receives a request from a customer to change individual or discretionary channels, the *service provider* must:
 - (a) inform the customer as to whether they will be able to return to their previous set of selected individual channels or their previous package, and whether the same rate(s) will apply; and [TC]
 - (b) offer to send the customer a written summary of the changes. [TC]

6. Notice for changes to programming options – TV services

- (i) With respect to services subscribed to by a customer, a *service provider* must give a customer at least 30 calendar days' notice in the event of changes to: [TC]
 - (a) the price of individual channels or packages of channels; [TC]
 - (b) the packaging of channels; and [TC]
 - (c) the price of equipment. [TC]
- (ii) This notice must clearly explain any change and when it will take effect. [TC]
- (iii) The notice must clearly explain the options, should a customer no longer wish to subscribe to any of the *service provider's* changed services. [TC]
- (iv) A *service provider* may make a change to a customer's programming options during the commitment period without the customer's express consent if it benefits the customer by either:
 - (a) reducing the rate for a service or package; or
 - (b) providing a service for no additional fee. [TC]

E. Bill management

1. International roaming notification

- (i) *For mobile wireless services*, when a device is roaming in another country, a service provider must notify the account holder, and the device user, at no charge. The notification must clearly explain the associated rates for voice, text messaging, and data services and inform the customer what options are available for roaming and how to access these. A service provider must retain a copy of this notification. [WC]
- (ii) The account holder or device user may opt out of receiving these notifications at any time. [WC]
- (iii) A service provider must notify the account holder and the device user when the device's data usage reaches \$50, half of the existing roaming charge cap (see subsection E.2.). A service provider must retain a copy of this notification. [WC]

2. Cap on data roaming charges

- (i) *For mobile wireless services*:
 - (a) A service provider must suspend national and international data roaming charges once they reach \$100 within a single monthly billing cycle, unless the account holder or authorized user expressly consents to pay additional charges. This cap includes any fee charged to a customer for data roaming, including daily fixed-rate options and plans that allow a customer to use their device in another country the same way they would at home in Canada. [WC]
 - (b) A service provider must provide this cap at no charge. [WC]
 - (c) In all instances, this cap applies on a per-account basis, regardless of the number of devices associated with the account. [WC]
 - (d) Any amount that the customer pays in data roaming fees, whether via a roaming add-on (before use) or via overage fees (after use), counts toward this cap. [WC]

3. Notification - Cap on data overage charges

- (i) A service provider must suspend data overage charges once they reach \$50 within a single monthly billing cycle, unless the account holder or authorized user expressly consents to pay additional charges. [WC]
- (ii) A service provider must provide this cap at no charge. [WC]

- (iii) In all instances, this cap applies on a per-account basis, regardless of the number of devices associated with the account. [WC]
- (iv) For a customer with a flex plan, the customer begins incurring overage fees after the first tier of data is exceeded, and the service provider must suspend data service when they reach an additional \$50 in overage fees, unless the account holder or authorized user expressly consents to additional charges. [WC]
- (v) For a customer with a data add-on, the price of the data add-on must be included in the calculation of the \$50 cap on data overage fees. [WC]
- (vi) A service provider must notify a customer who has incurred data overage charges during a billing cycle of where they can find information about (i) the account management tools the service provider offers, (ii) the data usage associated with common online activities, and (iii) alternative plans that may better suit the customer's needs. Customers may opt out of these notifications at any time. Such notifications must be provided for each billing cycle in which a customer incurs data overage charges, unless the customer opts out of receiving such notifications. [IC]

4. Notification – Usage limit

- (i) A service provider must notify a customer, ***including the account holder and the device user where relevant***, at least once when the customer reaches 75% of their usage limit, and again when they reach 90% of their usage limit, within a single monthly billing cycle. [IC]
- (ii) A service provider must notify a customer, ***including the account holder and the device user where relevant***, when they reach 100% of their usage limit within a single monthly billing cycle. [IC]

5. Mobile premium services

- (i) If a customer contacts their service provider to inquire about a charge for a mobile premium service, the service provider must explain to the customer how to unsubscribe from the mobile premium service. [WC]

6. Data monitoring tools

- (i) If a service provider applies overage fees, the service provider must offer tools, at no charge, to help a customer monitor and manage their data usage and any additional fees incurred during a monthly billing cycle. A service provider is responsible for ensuring that such tools are accessible to customers with disabilities. [IC]
- (ii) A service provider must offer plain-language information on the data usage associated with common online activities. Such information must be clear, accurate, accessible, and easy to understand. [IC]

F. Equipment issues, service calls, and outages

1. Unlocking

- (i) Any device provided by a service provider to the customer for the purpose of providing wireless services must be provided unlocked. [WC]
- (ii) If *such*²² a device is, or becomes, locked to a service provider's network, that service provider must unlock the device, or give the customer the means to unlock the device, upon request, at no charge. [WC]

2. Warranties

- (i) A service provider must inform the customer of the existence and duration of a manufacturer's warranty on a device before offering an extended warranty or insurance on that device. [WC]

3. Lost or stolen devices

- (i) When a customer notifies their service provider that their device has been lost or stolen, [WC]
 - (a) the service provider must immediately suspend the customer's service at no charge; and [WC]
 - (b) the terms and conditions of the contract will continue to apply, including the customer's obligation to pay [WC]
 - (i) all charges incurred before the service provider received notice that the device was lost or stolen; and [WC]
 - (ii) either the minimum monthly charge (and taxes), if the customer continues with the contract, or the applicable early cancellation fee, if the customer cancels the contract; and [WC]
- (ii) If the customer notifies the service provider that their device has been located or replaced and requests that their service be restored, the service provider must restore the service at no charge. [WC]

²² Text has been added to clarify the rule is referring to the preceding sub-section (i.e., "any device provided by a service provider to the customer") and that it does not refer to any other devices that do not fit this description (i.e., devices stored on providers' retail premises or warehouses).

4. Repairs

- (i) A service provider must suspend *service*²³ charges during device repairs upon request if all of the following conditions are met: [WC]
 - (a) the device was provided as part of a contract with the service provider and is returned to the service provider for repair; [WC]
 - (b) the device is under the manufacturer's or the service provider's warranty; [WC]
 - (c) the service provider did not provide a free replacement device for use during the repair; and [WC]
 - (d) the customer would incur an early cancellation fee if they were to cancel their *services*.²⁴ [WC]

5. Service calls, including visits to residences for installation and repairs

- (i) A service provider must provide a customer with a time frame for when a service call to a residence will begin. [TC, IC]
- (ii) Before any service call to a residence, a service provider must specify the potential charges associated with the service call, including any minimum charge, if applicable. [TC, IC]
- (iii) Before any service call to a residence, a service provider must explain to a customer how both the service provider and the customer may cancel or reschedule the appointment, including any associated charges. [TC, IC]

6. Service outages²⁵

- (i) A service provider must explain in its contracts and related documents its policy for service outages and how rebates will be applied. [IC]

²³ Text has been changed from "wireless service charges" to ensure all retail services are captured.

²⁴ Ibid.

²⁵ This section may be subject to change, pending outcome of the proceeding initiated by Broadcasting and Telecom Notice of Consultation 2025-227.

G. Contract cancellation and extension

1. Early cancellation fees – General

- (i) If a customer cancels a contract before the end of the commitment period, the service provider must not charge the customer any fee or penalty other than the early cancellation fee. [WC, IC] This fee must be calculated in the manner set out in sections G.2 and G.3 below. [WC]
- (ii) When calculating the time remaining in a contract to determine the early cancellation fee, a month that has partially elapsed at the time of cancellation is considered a month completely elapsed. [WC]

2. Early cancellation fees – Subsidized device

- (i) When a subsidized device is provided as part of the contract, [WC, IC]
 - (a) for fixed-term contracts: The early cancellation fee must not exceed the value of the device subsidy. [WC, IC]
 - (i) The early cancellation fee must be reduced by an equal amount each month, for the lesser of 24 months or the total number of months in the contract term, such that the early cancellation fee is reduced to \$0 by the end of the period. [WC]
 - (ii) For tab contracts, the early cancellation fee must be reduced by either a minimum amount or percentage amount each month in the contract term, for the lesser of 24 months or the total number of months in the contract term, such that the early cancellation fee is reduced to \$0 by no later than the end of the period. [WC]
 - (b) for indeterminate contracts: The early cancellation fee must not exceed the value of the device subsidy. [WC, IC]
 - (i) The early cancellation fee must be reduced by an equal amount each month, over a maximum of 24 months, such that the early cancellation fee is reduced to \$0 by the end of the period. [WC, IC]
 - (ii) For tab contracts, the early cancellation fee must be reduced by either a minimum amount or percentage amount each month, over a maximum of 24 months such that the early cancellation fee is reduced to \$0 by no later than the end of the period. [WC]
- (ii) When calculating the early cancellation fee, [WC, IC]

- (a) the value of the device subsidy is the retail price of the device minus the amount that the customer paid for the device when the contract was agreed to; [WC, IC] and
- (b) the retail price of the device is the lesser of the manufacturer’s suggested retail price or the price set for the device when it is purchased from the service provider without a contract. [WC, IC]

3. Early cancellation fees – No subsidized device

- (i) *For mobile wireless services* - when a subsidized device is not provided as part of the contract, a service provider must not charge an early cancellation fee. [WC]
- (ii) *For home Internet services* – when a subsidized device is not provided as part of the contract, [IC]
 - (a) for fixed-term contracts: the early cancellation fee must be set out in the contract and may be charged only for the lesser of 24 months or the total number of months in the contract term. The early cancellation fee must be reduced to \$0 by the end of that period.
 - (b) for indeterminate contracts: a service provider must not charge an early cancellation fee. [IC]

4. Trial period

- (i) When a customer agrees to a contract through which they are subject to an early cancellation fee, a service provider must offer the customer a trial period lasting a minimum of **30** calendar days²⁶ to enable the customer to determine whether the service meets their needs. [WC, IC]
- (ii) The trial period must start on the date on which service begins. [WC, IC]
- (iii) During the trial period, customers may cancel their contract without penalty or early cancellation fee if they have [WC, IC]
 - (a) used less than the permitted usage; and [WC, IC]

²⁶ To reduce administrative burden on providers, it is proposed that this section be streamlined by changing the text from the original wording “15 calendar days” to “30 calendar days.” The Wireless Code and the Internet Code have a special provision for persons with disabilities that allows a 30-day trial period, separate from the 15-day trial period for all other customers. In the Consumer Protection Code, it is proposed that the 30-day trial period automatically apply to all customers, eliminating the need for s.G.4.iv. of the Wireless Code and s.G.2.ii of the Internet Code.

- (b) returned any device, equipment, or *gift with purchase*²⁷ provided by the service provider, in near-new condition, including original packaging, if applicable. [WC, IC]

5. Cancellation date

- (i) Customers may cancel their contract at any time by notifying their service provider. [WC, IC]
- (ii) Cancellation takes effect on the day that the service provider receives notice of the cancellation. [WC]

6. Refunds for prepaid services not provided following cancellation

- (i) A service provider must not charge for a service that is not, and cannot be, provided following cancellation. [IC]
- (ii) All service providers must provide refunds for *communications* services following cancellation of such services when some or all of the monthly service fees are billed in advance. The refunds must be pro-rated, based on the number of days left in the last monthly billing cycle after cancellation. [IC]

7. Contract extension

- (i) To ensure that customers are not disconnected at the end of the commitment period, a service provider may extend a contract, with the same rates, terms and conditions, on a month-to-month basis. [WC, IC]
- (ii) A service provider must notify a customer on a fixed-term contract at least 90 calendar days before the end of their initial commitment period whether or not the contract will be automatically extended. The notification must be sent using the customer's selected method of delivery (for example, by email, text message, telephone call, or postal mail). A service provider must retain a copy of this notification. This notification must include [WC, IC]
 - (a) the date on which the contract is set to expire; [WC, IC]
 - (b) a statement informing the customer that as of that date, they can switch plans, change services providers, or cancel their service without penalty; and [WC, IC]
 - (c) a hyperlink to a list of all service plans that are available for purchase. The list must contain information about the plans and include both "bring-your-own-device" and device-financing options;
 - (d) information explaining

²⁷ Text has been incorporated from the TVSP Code (s.VIII.3.)

- (i) whether the contract will be automatically extended with the same rates, terms, and conditions, on a month-to-month basis; [WC, IC]
 - (ii) if the contract is not being automatically extended, the proposed new minimum monthly charge for service going forward; [WC, IC]
 - (iii) what self-service mechanisms are available, where the customer can find them, and what they can be used for; and [WC, IC]
- (e) if the customer has a device rental plan, information about their option to either return the device or pay the final amount if they want to keep it. [WC, IC]
- (iii) At the time that a service provider offers a customer a device upgrade, the service provider must clearly explain to the customer any changes to the existing contract terms caused by accepting the new device, including any extension to the commitment period. [WC]

H. Security deposits

1. Requesting, reviewing, and returning a security deposit

- (i) If a service provider requires a security deposit from a customer, the service provider must [WC, IC]
 - (a) inform the customer of the reasons for requesting the deposit; [WC, IC]
 - (b) keep a record of those reasons for as long as the service provider holds the deposit; [WC, IC]
 - (c) specify in the written contract the conditions for the return of the deposit; [WC, IC]
 - (d) review, at least once per year, the continued appropriateness of retaining the deposit; and [WC, IC]
 - (e) return the deposit with interest to the customer, retaining only any amount owed by the customer, no more than 30 calendar days after [WC, IC]
 - (i) the contract is terminated by either the customer or the service provider; or [WC, IC]
 - (ii) the service provider determines that the conditions for the return of the deposit have been met. [WC, IC]
- (ii) A service provider must calculate interest on security deposits using the Bank of Canada's overnight rate in effect at the time, plus at minimum 1%, on the basis of the actual number of days in a year, accruing on a monthly basis. [WC, IC]

- (iii) A service provider may apply the security deposit toward any amount past due and may require customers to replenish the security deposit after such use in order to continue providing service. [WC, IC]

I. Disconnection

1. When disconnection may occur

- (i) If the grounds for disconnecting a customer are failure to pay, a service provider can disconnect a customer's postpaid service only if the customer [WC, IC]
- (a) fails to pay an account that is past due, provided that it exceeds \$50 and has been past due for more than two months; [IC]
 - (b) fails to provide or maintain a reasonable security deposit or alternative when requested to do so by the service provider; or [WC, IC]
 - (c) agreed to a deferred payment plan with the service provider and fails to comply with the terms of this plan. [WC, IC]
- (ii) A service provider cannot disconnect a customer's service on the grounds of failure to pay if the customer has paid a security deposit and the security deposit covers the past due amount. [IC]
- (iii) Except with customer consent or in other exceptional circumstances, disconnection may occur only on weekdays between 8 a.m. and 9 p.m. or on weekends between 9 a.m. and 5 p.m., unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon. The applicable time is that of the customer's declared place of residence. [WC, IC]
- (iv) If a service provider disconnects a customer in error, [WC, IC]
- (a) for customers not in rural or remote areas, it must restore service to the customer no later than one business day after they are made aware of the error; [IC]
 - (b) for customers in rural or remote areas, it must restore service to the customer as soon as possible and notify the customer of the reconnection date; and [IC]
 - (c) it must not impose reconnection charges. [IC]

2. Notice before disconnection

- (i) If a service provider intends to disconnect a customer, it must notify the customer before disconnection, except in cases where [WC, IC]

- (a) action is necessary to protect the network from harm; [WC, IC]
 - (b) the service provider has a reasonable suspicion that fraud is occurring or is likely to occur; or [WC, IC]
 - (c) a pre-set spending limit is reached, such as for customers on credit-limited spending programs, in instances where the customer was previously made aware of this limit. [WC, IC]
- (ii) In all other cases, before a disconnection, including the first instance of a suspension in a disconnection cycle, a service provider must give reasonable notice to the customer at least 14 calendar days before disconnection. The notice must contain the following information: [WC, IC]
- (a) the reason for disconnection and amount owing, if any; [WC, IC]
 - (b) the scheduled disconnection date; [DDC, WC, IC]
 - (c) the availability of deferred payment plans; [WC, IC]
 - (d) the amount of the reconnection charge, if any; [WC, IC]
 - (e) contact information for a service provider representative with whom the disconnection can be discussed; and [WC, IC]
 - (f) ***The notice must be sent using the method selected by the customer (email, text, telephone call, mail).***²⁸ [WC, IC]
- (iii) A service provider must provide, at least 24 hours before disconnection, a second notice to advise a customer that their service will be disconnected, except if [IC]
- (a) repeated attempts to contact the customer have failed; [WC, IC]
 - (b) action is necessary to protect the network from harm; or [WC, IC]
 - (c) the service provider has a reasonable suspicion that fraud is occurring or likely to occur.²⁹ [WC, IC]

²⁸ The Deposit and Disconnection Code includes a rule here regarding the disconnection notice being sent to a customer by email, where applicable. Language has been added here to include a similar provision allowing customers to be notified in the manner of their choosing, using the more recent language that came into force via Telecom Regulatory Policy 2026-67.

²⁹ The Deposit and Disconnection Code includes a rule here excepting the 24-hour notification in instances where required by a competent authority. This has been omitted, since competent authorities (e.g., RCMP) would have power to

- (iv) A service provider must notify a customer of the specific terms leading to further suspensions or disconnection should the customer not pay according to the terms in their promise-to-pay agreement. [WC, IC]
- (v) Should a customer fulfill the terms of their promise-to-pay agreement, the service provider must treat any future non-payment by the customer as the start of a new disconnection cycle. [WC, IC]

3. Disputing the reasons for disconnection

- (i) A service provider must not disconnect a customer's service if [WC, IC]
 - (a) the customer notifies the service provider on or before the scheduled disconnection date listed in the notice that they dispute the reasons for the disconnection; [WC, IC]
 - (b) the customer pays the amount due for any undisputed portion of the charges; and [WC, IC]
 - (c) the service provider does not have reasonable grounds to believe that the purpose of the dispute is to evade or delay payment. [WC, IC]

J. Expiration of prepaid balances

1. General

- (i) Upon the expiry of the commitment period of a prepaid customer, a service provider must allow at least seven calendar days for the customer to top up their account, at no charge, in order to maintain an active account and retain any existing balance. [WC]
- (ii) This rule applies whether the commitment period of the prepaid customer is established via an activated prepaid card or otherwise, by contributing amounts to a prepaid account balance. [WC]

K. Expiry of a time-limited discount or promotion

- (i) If a contract includes a time-limited discount or promotion lasting more than three months that will expire before the end of the initial commitment period, the service provider must notify the account holder 90 calendar days before the end of the time-limited discount or promotion. The notification must be sent using the customer's selected method of delivery (for example, by email, text message, telephone call, or postal mail) and the service provider

supersede the codes and require emergency disconnections regardless of whether such provisions are included in the Consumer Protection Code.

must retain a copy of the notification that is sent. This notification must include the date on which the time-limited discount or promotion is set to expire.

Definitions

Accessible formats: Accessible formats are an alternative to standard print so that the document is accessible for Canadians with disabilities, based on their individual needs. They include, but are not limited to Braille, plain text, and large font. [IC]

Account holder: A person who is responsible for payment under a contract. [WC, IC]

Activation or modification fee: Any fee incurred as a result of activating a new retail telecommunications service plan or modifying an existing one, except for reasonable fees related to the physical installation of a telecommunications service at a customer's premises or fees related to additional products or services the customer has explicitly chosen to purchase. [WC, IC]

Authorized user: A user who has been authorized by the account holder to consent to additional charges on the account or to changes to key contract terms and conditions. [WC, IC]

Bundle: An offer of multiple communications services to a customer to incent that customer, financially or otherwise, to subscribe to more than one communications service. In many cases, changes to or removal of one of the underlying services may affect the prices or characteristics of the remaining services. [IC]

Canadian Radio-television and Telecommunications Commission (CRTC or the Commission): *An independent quasi-judicial tribunal* that regulates the Canadian communications *sector in the public interest*. [WC, IC, updated to match current descriptor]

Commission for Complaints for Telecom-television Services Inc. (CCTS): An independent organization dedicated to working with customers and their communications service providers to resolve complaints relating to their communications services. The CCTS (i) responds to and resolves complaints from customers in order to ensure that the complaints are treated in a way that is consistent with the *Consumer Protection Code* and (ii) collects data on complaints related to the *Consumer Protection Code*. To learn more about the data collected by the CCTS, see the CCTS's [website](#). [IC]

Commitment period: The term or duration of the contract. For fixed-term contracts, the commitment period is the entire duration of the contract. For indeterminate contracts, the commitment period is the current month or billing cycle. [WC, IC]

Communications services: *retail telecommunications (home phone, mobile wireless and Internet) and television services.*

Consumer: Any person in the market for a product or service. [TC]

Contracts: new, amended, renewed, existing, and written contracts: A contract is a binding agreement between a service provider and a customer to provide *communications* services. A new contract is a contract that is agreed to on or after the date on which the *Consumer Protection Code* comes into effect. An amended contract is a contract that is changed after the date on which the *Consumer Protection Code* comes into effect. A renewed contract is a contract that automatically renews under the same terms and conditions at the end of the commitment period. An existing contract is a contract that is agreed to before the date on which the *Consumer Protection Code* comes into effect. A written contract is a written instrument that expresses the content of the contract. [IC]

Customers: Individuals or small businesses subscribing to *home phone*, wireless, and *Internet services*, including account holders, device users, and authorized users. [WC] *For TV services*, a customer is a person who is liable for payment for programming services that are distributed by a *service provider*. It does not include the owner or operator of a hotel, hospital, nursing home or other commercial or institutional premises. [TC]

Data add-on: A data add-on is a package that a customer can add to their *mobile wireless* plan for a single billing cycle with no commitment beyond that billing cycle and without changing the plan itself. [WC]

Device financing plan: *device financing plans which are inextricably linked to the provision of wireless services – to the extent that the termination of the wireless service plan in each case triggers the requirement to pay the balance of the device financing plan. Includes device rental plans which offer customers the option of returning their device or paying the remaining balance at the end of their contract term.*³⁰

Device subsidy: The difference between (i) the lesser of the manufacturer’s suggested retail price of a device or the price set for the device when it is purchased from the service provider without a contract; and (ii) the amount a customer paid for the device when they agreed to the contract. [WC]

Device user: A person who uses a device associated with a contract, including authorized users. [WC]

Disconnection: The termination of *communications* services by a service provider. [WC, IC]

Early cancellation fee: A fee that may be applied when a customer cancels their service before the end of the initial commitment period. [TC, WC, IC]

Entry-level service offering: A package of *TV* programming services, also known as basic service, that a *service provider* is required to distribute by the *Broadcasting Distribution Regulations*. [TC]

³⁰ This definition was added to capture the clarification issued by Telecom Decision 2021-98, in which the Commission determined that these plans fall under the scope of the Wireless Code.

Equipment: A device or combination of devices necessary to receive a service provided by a service provider or to optimize the reception of a service, such as a modem, router, [IC] set-top box, remote control, or satellite dish. [TC]

Fair (or acceptable) use policy: A policy that explains what is considered to be unacceptable use of the service provider's *communications* services and the consequences of unacceptable use (e.g., using the service to engage in an activity that constitutes a criminal offence). Violations of a fair or acceptable use policy may result in (i) disconnection or service suspension, or (ii) a modification of the services available to the customer. [WC, IC]

Fixed-term contracts: Contracts that have a set duration (e.g., one or two years). [IC]

Flex plan: A *mobile wireless* plan that provides a tiered approach to using and purchasing data. Such plans usually include a minimum monthly data fee and a series of additional flat fees that customers may pay as they use more data. [WC]

Gift with purchase: An item offered to the customers by the *service provider* to motivate or encourage them to choose their service(s) (e.g., smart TVs, laptops, game consoles, prepaid credit cards, etc.). [TC]

Home phone services: telephony services that are meant to be used at a customer's physical location, generally the customer's home or place of business, such as primary exchange services and VoIP services.³¹

Indeterminate contracts: Indeterminate contracts do not have a set duration. They automatically renew each month. [WC, IC]

Internet services: All retail fixed Internet access services, including cable, fibre, digital subscriber line (DSL), fixed wireless, and satellite services. Fixed Internet access services do not include mobile wireless data services. [IC]

Key contract terms and conditions: The elements of the contract that the customer agreed to upon entering into the contract and will receive for the duration of the contract, and that the service provider cannot change without the customer's express consent. These are listed in provision B.5.i.(a)-(g) of the Code. [IC]

Locked: When a wireless device is programmed to work only with the network through which the service provider provides wireless services to the customer. [WC]

Manufacturer's suggested retail price (MSRP): the regular (i.e., non-sale) price for a wireless mobile device as published by the original equipment manufacturer (OEM) on its Canadian website at the time that a contract is entered into is to be deemed the MSRP for the purposes of

³¹ New definition has been added for clarity.

rules relating to the early cancellation fees in Section G of the Consumer Protection Code, if no MSRP is provided by the OEM to the service providers.³²

Minimum monthly charge: The minimum amount that customers will have to pay for ***communications*** services each month if they do not use optional services or incur any additional fees or overage charges. This charge may be subject to taxes, as set out in the contract. [WC, IC]

Mobile premium services (or premium text messaging services): Text message services that ***mobile wireless*** customers may subscribe to for an additional charge, usually on a per-message basis. [WC]

Mobile wireless data services: These services include, but are not limited to, data plans for smartphones and tablets as well as mobile Internet plans used with Internet hubs, sticks, keys, and MiFi or similar devices. [IC]

Multi-user plan: A contract for wireless services in which an account holder pays for the wireless services of at least two device users, regardless of whether the account holder is also a device user (also known as a shared plan or family plan). [WC]

Optional services: Services that a customer can choose to add to their ***communications*** service plan, usually for an additional charge, which may include [IC] caller identification (ID), data and roaming add-ons, [WC] security services, parental control services, and extended warranties. [IC]

Overage charge: A charge for exceeding an established limit on the use of a service. [WC, IC]

Pay-per-use services: Services that a customer can choose to add to their wireless plan, such as international roaming, which are typically measured and charged on a usage basis. [WC]

Permanent copy: An inalterable copy (e.g., a paper copy or PDF version) of the contract that is free of hyperlinks to content that can be changed by the service provider, as of the date the contract is agreed to or the date of the latest amendment. [WC, IC]

Plain language: Plain language communication is clear and easy to understand for a public audience, including for the most vulnerable and inexperienced customer. [IC]

Postpaid services: Services that may be billed all or in part after use, for example in a monthly bill, and for which overage charges can be incurred. For greater clarity, any pay-in-advance plan where the service provider may bill the customer for some or all charges after use or where the customer may incur overage charges beyond the prepaid balance is treated as a postpaid plan for the purposes of the Code. [WC]

³² This text came into force on 28 November 2022 through Telecom Decision 2022-294.

Prepaid services: Services that are purchased in advance of use only, such as the use of prepaid cards and pay-as-you-go services. [WC]

Promise-to-pay agreement: An agreement that set outs a payment schedule for amounts owing by a customer whose financial situation does not enable them to meet the payment deadline on their bill. [IC]

Promotions, discounts, incentives, and other time-limited offers: Various incentives that service providers use to make their offers more appealing to customers, financially or otherwise. These incentives may be offered only for a specific period of time or may have conditions associated with them. [IC]

Privacy policy: A policy that explains how service providers will handle customers' personal information. [WC, IC]

Related documents: Any documents referred to in the contract that affect the customer's use of the service provider's services. Related documents include, but are not limited to, privacy policies and fair use or acceptable use policies. [WC, IC]

Roaming: The use of wireless services outside the service provider's network area. [WC]

Roaming add-on: A roaming package that the customer can add to their plan for a single billing cycle, with no commitment beyond that billing cycle and without changing the plan itself. [WC]

Service coverage maps: An illustration of the extent of the service provider's network, showing where coverage is available. [WC]

Service provider: A provider of retail **fixed and** mobile wireless voice and data services [WC] (**including VoIP services**), fixed Internet access services, [IC] **or** an undertaking that provides subscription television services to Canadians (TV service provider). **A TV service provider** typically redistributes programming from conventional over-the-air television and radio stations and distributes pay audio, pay television, pay-per-view (PPV), video-on-demand (VOD), and specialty services. TV service providers include cable, Internet Protocol television (IPTV) and national satellite direct-to-home (DTH) service providers. [TC]

Subsidized device: A device that is sold to a customer by a service provider at a reduced price as part of a contract. A device that is (i) purchased by the customer at full price; or (ii) not purchased as part of the contract is not a subsidized device. [WC]

Suspension (of a customer's service): A temporary halt in service that can result from a lack of payment or reaching a set spending or usage limit. The customer's account and contract remain in effect during service suspension. [WC, IC]

Tab contract: A contract where a customer obtains a device at a reduced upfront cost and the amount of the device subsidy goes onto the customer's tab. Thereafter, a percentage of the customer's monthly bill is used to pay down their tab. [WC]

Unlimited services: Services (e.g., unlimited data, [IC] ***unlimited local calling*** [WC]) that can be used on an unlimited basis for a fixed price. [IC]

Mobile wireless services: Retail mobile wireless voice and data (including text) services. [WC]

Appendix 2 to Broadcasting and Telecom Notice of Consultation CRTC 2026-134

Questions for discussion in this proceeding

The Commission is seeking comments from interested persons on the questions below, which are to be submitted to the Commission no later than **11 August 2026**.

Proposed changes in wording to the Consumer Protection Code Working Document should improve clarity and flow, eliminate redundancies, and ensure that consumer protections apply in a consistent and reasonable manner across retail services.

Please consider the Consumer Protection Code Working Document in Appendix 1 as needed when answering the questions below.

Need for harmonization of the consumer protection codes

Q1. The Commission is of the preliminary view that harmonizing the consumer protection codes (the Codes) into a single shared set of protections is advantageous because it would improve clarity and consistency of protections for consumers across all retail services, while reducing administrative burden for the industry and the Commission for Complaints for Telecom-television Services Inc. (CCTS). Please comment on this preliminary view, providing an explanation for your position and supporting rationale.

Alignment of consumer protections

Q2. What changes to the Consumer Protection Code Working Document would be needed, if any, to effectively combine existing consumer protections across retail services?

Clarity

Q3. Please comment on whether consumer protections in the Consumer Protection Code Working Document are easy to understand and interpret. If you think that adjustments should be made to improve clarity, please provide an explanation, alternative wording, and supporting rationale.

Internet services – Application of the Consumer Protection Code to all service providers

In Telecom Regulatory Policy 2019-269, the Commission determined that the Internet Code would only apply to large facilities-based Internet service providers of retail fixed Internet access services³³ because they are more likely than smaller providers to have more complex service offerings (e.g.,

³³ Bell Canada; Bragg Communications Inc., carrying on business as Eastlink; Cogeco Connexion Inc.; Northwestel Inc.; Rogers Communications Canada Inc.; Saskatchewan Telecommunications; TELUS Communications Inc.; Videotron Ltd.; and Xplore Inc.

bundles, time-limited offers, promotional prices, and multiple package options), have a fixed term, and have early cancellation fees.

The Internet Code nonetheless includes an expectation that all Internet service providers behave in a manner that is consistent with its provisions, including smaller providers. The Internet Code took effect on 31 January 2020.

Q4. Please comment on whether the protections in the Consumer Protection Code Working Document related to Internet services should apply to all Internet service providers, including small, non-facilities-based providers. Please provide an explanation and supporting rationale to support your views, taking into consideration:

- the extent to which the evolution of the industry and its service offerings may have an impact on smaller providers' ability to comply with the consumer protection rules for retail Internet services;
- the impact on consumers; and
- the administrative burden on small service providers and the CCTS.

Q5. [Although comments from any interested persons are appreciated, this question is primarily targeted to resellers of Internet services, which are most likely to be impacted by its potential outcome.] Are there ongoing and/or unique challenges associated with wholesale service contracts that might have an impact on small, non-facilities-based providers' ability to meet consumer protection obligations related to Internet services? Please elaborate.

Q6. If you are of the view that certain small Internet service providers should no longer be exempt from the Consumer Protection Code related to Internet services, what criteria should be used to determine which of these small Internet service providers should be exempt? Please provide supporting rationale.

Home phone services – Which home landline services should be subject to the Consumer Protection Code

The Deposit and Disconnection Code currently applies to “residential primary exchange services,” a term that is not defined in that code. For improved clarity and to ensure that customers who receive home phone services via voice over Internet Protocol (VoIP) could benefit from consumer protections, the Consumer Protection Code Working Document includes a definition of “home phone services.” These services are defined as “telephony services that are meant to be used at a customer’s physical location, generally the consumer’s home or place of business, and include primary exchange services and VoIP services.”

Q7. Please comment on this definition. Does it effectively capture the types of residential home phone services that customers rely on across Canada?

Early cancellation fees

In 2024, the government enacted a number of amendments to the *Telecommunications Act* through Division 37 of Part IV of the [Budget Implementation Act, 2024, No. 1](#) by adding the following provisions relating to the prohibition of fees related to activation, modification, and cancellation of service plans:

Prohibition

27.04 (1) A telecommunications service provider must not charge a fee to a subscriber that is related to the activation or modification of a telecommunications service plan, or any other fee whose main purpose is, in the opinion of the Commission, to discourage subscribers from modifying their service plan or cancelling their contract for telecommunications services.

Types of fees

27.04 (2) The Commission must specify the types of fees for the purposes of subsection (1).

Exemption

27.05 The Commission may, subject to any conditions that it may specify, exempt any telecommunications service provider or class of telecommunications service providers from the application, in whole or in part, of sections 27.01, 27.02 and 27.04.

In response, the Commission amended the Wireless Code and Internet Code in Telecom Regulatory Policy 2026-43 as follows:

- These codes include a new definition for activation and modification fees, which are prohibited under subsection 27.04(1) of the *Telecommunications Act*.
- Service providers cannot charge an early cancellation fee when a subsidized device is not provided as part of the contract.

The Wireless Code also includes rules related to early cancellation fees for subsidized devices.

In recent years, the industry has begun offering device rental plans,³⁴ and approximately 30% of Canadians now report renting their mobile device.³⁵ While these devices are not necessarily

³⁴ Device rental plans are different from device financing plans because they allow customers the option of returning their rented device to the service provider at the end of their contract terms. They also have the option of paying the remaining balance at the end of their contract term.

³⁵ [Public Opinion Research on the CRTC's Consumer Protection Codes 2026—Final Report](#), Phoenix Strategic Perspectives Inc., 13 March 2026.

subsidized, customers may not always be fully aware that they opted into a device rental plan, and that they may have to pay a balance to keep their device after their contract ends.

Q8. Please comment on whether the existing rules on early cancellation fees, as modified by the above-noted regulatory policies, are sufficient to protect consumers from fees intended to discourage subscribers from modifying their service plan or cancelling their contract for telecommunications services, in line with the amendments to the *Telecommunications Act*, as set out above. Please provide supporting rationale.

Q9. What modifications are needed, if any, to ensure that these provisions meet their intended objective, in line with the amendments to the *Telecommunications Act*, while taking into consideration the government's commitment to reducing administrative burden? Please provide supporting rationale.

With respect to wireless services:

Q10. Are updates to the rules on existing early cancellation fees for wireless services needed to account for service contracts involving device rental plans to ensure they align with the amendments to the *Telecommunications Act*? Please provide an explanation, alternative wording, and supporting rationale.

Q11. Should the Consumer Protection Code Working Document include a definition for device rental plans? If so, how should device rental plans be defined?

Q12. Are any other updates to the rules for early cancellation fees for wireless services needed to account for other evolving industry trends? Please provide supporting rationale.

Internet services – Application of the Consumer Protection Code to small business contracts

The CCTS defines a small business as one whose average monthly telecommunications bill is under \$2,500. In Telecom Regulatory Policy 2019-269, the Commission determined that many small businesses, as captured by the CCTS's definition, do not face the same issues as individual customers of Internet services and vary significantly in size, needs, and purchasing power. As a result, the Commission determined that, at that time, the Internet Code would not apply to small business customers.

Q13. Should the consumer protections for Internet services be extended to apply to small business³⁶ contracts? Please provide supporting rationale.

³⁶ The CCTS's definition of "small business" may be subject to change as part of a future proceeding to review the CCTS. This matter is out of scope of this proceeding.

Administration and enforcement of the Consumer Protection Code

The CCTS is an independent organization dedicated to resolving customer complaints about telecommunications and television services and administering the Commission's Codes. The Commission addresses any systemic issues related to code compliance identified through its monitoring and compliance activities. The Commission also handles complaints involving services that are rate-regulated, which fall outside of the CCTS's mandate.

The Consumer Protection Code is not expected to require any significant changes to the Commission's and the CCTS's existing roles. Further, harmonizing the Codes is expected to reduce administrative burden for all stakeholders, including the CCTS, given that all of the consumer protections will be aligned under a single code.

The Commission's preliminary view is that the Commission and the CCTS should retain their existing roles in the context of the Consumer Protection Code, and that the CCTS should continue to be the administrator of the Consumer Protection Code.

Q14. Please comment on this preliminary view and provide supporting rationale.

Monitoring implementation of the Consumer Protection Code

Q15. Please comment on whether and how service providers should be required to report to the Commission that they have implemented the Consumer Protection Code effectively and on time.

Q16. If such reporting should be required, what types of data should service providers be required to submit to demonstrate that they have effectively implemented the Consumer Protection Code?

Monitoring compliance with the Consumer Protection Code

Service providers subject to the Wireless Code and the Internet Code are required to submit annual compliance reports to the Commission (as noted above, to provide administrative relief to the industry, the Commission has announced a suspension of these reporting requirements until a decision has been rendered as an outcome of this proceeding). These reports include, but are not limited to, the number of complaints service providers have received, self-identification on ongoing compliance with each of the sections of the relevant code, code promotion, and contract documents and/or information provided to consumers. Taking into consideration the government's commitment to reducing administrative burden, please respond to the questions below.

Q17. What type of information should service providers be required to submit to demonstrate ongoing compliance with the Consumer Protection Code?

Q18. How frequently should service providers be required to submit compliance reports to ensure that reporting meets its objectives?

Q19. Should the compliance reporting process be automated in some way? Please provide as much detail as possible, including concrete examples of reporting automation, that would improve the process for compliance reporting.

Implementation of the Consumer Protection Code – Implementation date

Q20. Please provide your view on how many months following issuance of the Consumer Protection Code policy would be appropriate for the Consumer Protection Code to come into effect. Please provide supporting rationale.

Measuring effectiveness and review of the Consumer Protection Code

Q21. Please comment on whether the Commission should set a timeframe to review the Consumer Protection Code and, if so, how long after the publication of the policy to harmonize the Codes should the review take place?

Q22. Should subsequent reviews of the Consumer Protection Code occur at periodic intervals or on an ad hoc basis? Please provide supporting rationale.

Promotion of the Consumer Protection Code

As set out in paragraph 385 of Telecom Regulatory Policy 2013-271, paragraph 426 of Telecom Regulatory Policy 2017-200, and paragraph 468 of Telecom Regulatory Policy 2019-269, service providers are required to take certain measures to promote the Wireless Code and the Internet Code. These measures include but are not limited to (i) ensuring that customer service representatives are knowledgeable about the Codes, (ii) providing prominent links to the consumer checklist on providers' websites, and (iii) displaying information about the Codes in a visual format in their stores and kiosks.

Q23. Do you think any changes are needed to the requirements that currently apply regarding promotion of the Wireless Code and the Internet Code that should be reflected in the Consumer Protection Code? Please provide supporting rationale.

Q24. If so, what would be the most effective and appropriate way to ensure that consumers, including consumers with disabilities, are made aware of their rights and responsibilities under the Consumer Protection Code? Please provide supporting rationale.

Appendix 3 to Broadcasting and Telecom Notice of Consultation CRTC 2026-134

Legal framework

1. The Commission has the statutory authority to require regulated entities to abide by mandatory codes. Sections 24 and 24.1 of the *Telecommunications Act* authorize the Commission to impose conditions on the offering and provision of telecommunications services by a Canadian carrier or by a non-carrier. Similarly, section 9.1 of the *Broadcasting Act* authorizes the Commission to make orders imposing conditions on the carrying on of broadcasting undertakings that the Commission considers appropriate for the implementation of the broadcasting policy.
2. The Commission's decisions must advance the policy objectives set out in section 7 of the *Telecommunications Act*. This proceeding addresses three of those objectives. The Commission aims to:
 - facilitate the orderly development throughout Canada of a telecommunications system that serves to safeguard, enrich and strengthen the social and economic fabric of Canada and its regions (paragraph 7(a));
 - render reliable and affordable telecommunications services of high quality accessible to Canadians in both urban and rural areas in all regions of Canada (paragraph 7(b)); and
 - respond to the economic and social requirements of users of telecommunications services (paragraph 7(h)).
3. The Commission's decisions must also align with the broadcasting policy for Canada set out in subsection 3(1) of the *Broadcasting Act*, which states that:
 - programming that is accessible without barriers to persons with disabilities should be provided within the Canadian broadcasting system, including through community broadcasting, as well as the opportunity for them to develop their own content and voices (paragraph 3(1)(p));
 - distribution undertakings should provide efficient delivery of programming at affordable rates, using the most effective technologies available at reasonable cost (subparagraph 3(1)(t)(ii)); and
 - distribution undertakings should, where programming services are supplied to them by broadcasting undertakings pursuant to contractual arrangements, provide reasonable terms for the carriage, packaging and retailing of those programming services (subparagraph 3(1)(t)(iii)).

4. In making decisions, the Commission must also implement the key objectives of the [2023 Telecommunications Policy Direction](#).³⁷ It emphasizes that the Commission should enhance and protect the rights of consumers³⁸ by, among other things, adjusting its consumer codes by harmonizing the provisions of its codes if doing so would be advantageous to consumers.³⁹

³⁷ [Order Issuing a Direction to the CRTC on a Renewed Approach to Telecommunications Policy](#), SOR/2023-23, 10 February 2023.

³⁸ See paragraph 2(d) of the [2023 Telecommunications Policy Direction](#).

³⁹ See subparagraph 17(b)(ii) of the [2023 Telecommunications Policy Direction](#).

Related documents

- *Enhancing customer notifications*, Telecom Regulatory Policy CRTC 2026-67, 13 April 2026
- *Prohibition of fees that are a barrier to switching cellphone and Internet plans*, Telecom Regulatory Policy CRTC 2026-43, 12 March 2026
- *Call for comments – Consumer protections in the event of a service outage or disruption*, Telecom and Broadcasting Notice of Consultation CRTC 2025-227, 4 September 2025
- *Accessibility and accommodations guidelines*, Broadcasting and Telecom Information Bulletin CRTC 2025-95, 14 May 2025
- *The Wireless Code – Clarification of the term “manufacturer’s suggested retail price”*, Telecom Decision CRTC 2022-294, 28 October 2022
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