Canadian Radio-television and Telecommunications Commission
Conseil de la radiodiffusion et des télécommunications canadiennes

Telecom Decision CRTC 2022-311

PDF version

Reference: Part 1 application posted on 2 October 2020

Ottawa, 15 November 2022

Public record: 8690-R28-202006353

Rogers Communications Canada Inc. and Shaw Cablesystems G.P. – Application regarding compensation for transmission line relocation in British Columbia

Summary

The Commission **directs** British Columbia's Ministry of Transportation and Infrastructure (MOTI), pursuant to subsection 43(4) of the *Telecommunications Act* (the Act), to compensate Rogers Communications Canada Inc. (RCCI) and Shaw Cablesystems G.P. [collectively, the applicants] for the relocation of their transmission lines attached to poles in British Columbia in the event of MOTI-initiated relocations at a rate no less favourable than TELUS Communications Inc. (TCI). This direction under subsection 43(4) applies until the Commission approves TCI's revised tariff pages to allow for fair compensation to attaching carriers. The Commission notes that MOTI could fulfill this obligation by either providing the applicants with compensation no less favourable than that received by TCI or by ceasing its compensation to TCI.

Should MOTI elect to continue providing compensation to TCI when it requires poles to be relocated or moved, the Commission **directs** MOTI, pursuant to subsection 43(4) of the Act, to enter into agreements with the applicants, providing for compensation on terms no less favourable than those MOTI provides to TCI. This direction applies only until the Commission approves TCI's revised tariff pages.

Further, the Commission **directs** MOTI to enter into agreements with any other carriers that requests one and include terms no less favourable than those provided to TCI. This would only extend to poles owned by TCI, and only apply until the Commission approves TCI's revised tariff pages.

At the same time, the Commission **directs** TCI to file new tariff pages by **16 January 2023** with proposed wording allowing for fair compensation to attaching carriers when their facilities must be relocated at MOTI's request.

The Commission **directs** that any party to this proceeding—MOTI, TCI, and the applicants—file any renegotiated or new protocol agreement that results from this decision within **five days** of that agreement being finalized. In addition, any other subsequent amendments to the protocol agreement must be filed within **five days** of becoming finalized.

Canada

Background

1. In British Columbia, as a result of its incumbency in the market,[1] most poles supporting transmission lines are owned by TELUS Communications Inc. (TCI).[2] TCI has an agreement, referred to as a protocol agreement,[3] with British Columbia's Ministry of Transportation and Infrastructure (MOTI). The protocol agreement lays out the terms for TCI's continued use of provincial highway rights-of-way for its telecommunications infrastructure.

2. Among other things, the protocol agreement guarantees TCI compensation from MOTI when MOTI demands that TCI relocate its poles along provincial highways. MOTI compensates TCI for each pole relocated at a flat rate. MOTI also compensates TCI for requiring its transmission lines to be moved at a flat rate per sheath metre of transmission line moved.

3. TCI provides use of its poles to competing carriers through a tariffed support structure service. This service is regulated by the Commission, which approved the rates and conditions. TCI's support structure service tariff expressly indicates that attaching carriers (also referred to herein as licensees) do not receive compensation for forced relocations initiated by public authorities like MOTI.

4. The British Columbia government, through MOTI's Single Pole Line Policy,[4] generally limits lines of poles along provincial highways to a single line. MOTI has a permitting process through which it regulates utility installations along highways.[5] This process requires approvals related to various installations (such as new poles or other facilities), but it does not require any permits or other approvals, or even notice to MOTI, when federally regulated carriers seek to attach transmission lines to an existing pole.

5. Beginning in early 2018, Rogers Communications Canada Inc. (RCCI) and Shaw Cablesystems G.P. (Shaw) [collectively the applicants], along with Bell Canada and Northwestel Inc., attempted to collectively negotiate protocol agreements with MOTI. TCI was also involved in some meetings over the course of the negotiation. By December 2019, negotiations had reached an impasse, with MOTI refusing to compensate the attaching carriers for relocation costs. In response to a Commission

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[1] TCI merged with British Columbia Telephone Company in 1999. According to MOTI's submission in this proceeding, the protocol agreement currently in force is that negotiated with British Columbia Telephone Company from 1996.

[2] Other poles supporting transmission lines are owned by BC Hydro and FortisBC Inc.

[3] Protocol agreements, along with utility permits for works in highway, govern access to provincial highways in British Columbia, installation and relocation of structures, and reimbursement of costs associated with specific ministry-initiated relocations.

[4] The Single Pole Line Policy is MOTI's shared support structure policy, which serves as a means to safely accommodate utilities that serve the public interest within limited highway rights-of-way. As per the policy, MOTI will generally not allow more than one pole line within and parallel to the highway rights-of-way. The policy applies to the first power pole line that is permitted. Subsequent installations (including telecommunications installations) or replacements must use the existing pole line.

[5] As per section 62 of British Columbia's *Transportation Act*, SBC 2004.

staff request for information, in August 2022, MOTI and the applicants confirmed that negotiations remained at an impasse.

Telecom Decision 2009-462

6. The facts giving rise to Telecom Decision 2009-462 are nearly identical to those underlying the current application. Shaw applied to the Commission for an order to invoke subsection 43(4) of the *Telecommunications Act* (the Act) to direct MOTI to compensate Shaw for transmission line relocation costs incurred as a result of MOTI-initiated relocations in British Columbia. Shaw sought compensation no less favourable than what MOTI had already provided to BC Hydro and TCI.

7. In the decision, the Commission explained that the issue of appropriate compensation for such relocations was squarely within the scope of the Commission's jurisdiction under subsection 43(4) of the Act. However, the Commission's determination hinged on whether the statutory precondition—that access to a highway or public place had been denied—had been met.

8. The Commission found that MOTI did not require Shaw to obtain MOTI's consent, whether by permit or otherwise, in order to attach its transmission lines to the support structures of third parties. The Commission therefore considered that access to provincial highway rights-of-way had not been denied. Because consent was not at issue, the Commission concluded that its jurisdiction under subsection 43(4) of the Act was not engaged.

9. As a result, the Commission denied Shaw's request that the Commission direct MOTI to reimburse Shaw for its relocation costs.

Telecom Decision 2010-414

10. Subsequent to the Commission's decision in Telecom Decision 2009-462, Shaw filed an application requesting that the Commission review and vary its decision. This resulted in Telecom Decision 2010-414.

11. Shaw submitted that there was substantial doubt as to the correctness of Telecom Decision 2009-462, arguing that the Commission had erred in law and in fact in concluding that it does not have jurisdiction under subsection 43(4) of the Act. Shaw argued that the Commission's jurisdiction under subsection 43(4) was engaged, since Shaw had not obtained MOTI's consent to keep its transmission lines in place on terms and conditions acceptable to Shaw.

12. Shaw argued that the terms and conditions for access to power poles by utilities as set out in MOTI's public utility manual apply to Shaw because it is a "utility" as defined in the manual. Shaw also argued that the fact that it was entitled to seek compensation from MOTI for the cost of relocating only some of its transmission facilities—based on the ownership of the underlying support structure—was arbitrary.

13. Shaw submitted that the Commission failed to consider a basic principle from Order 2000-13,[6] according to which support structure licensees should pursue compensation for relocation expenses directly with the third party requiring the relocation. Shaw argued that this principle was raised in the proceeding leading to Telecom Decision 2009-462 and not addressed, casting substantial doubt as to the correctness of the decision.

14. In Telecom Decision 2010-414, the Commission considered that MOTI did not require Shaw to obtain its consent in any way, whether by permit or otherwise, to install its facilities on support structures owned by third parties, nor did MOTI impose any terms or fees upon Shaw as a condition of gaining access to support structures owned by third parties. The Commission considered that there was therefore no issue of consent to engage subsection 43(4) of the Act. Consequently, the Commission determined that it did not err when it concluded in Telecom Decision 2009-462 that Shaw's application did not engage the Commission's jurisdiction under subsection 43(4).

15. The Commission also considered in Telecom Decision 2009-462 that it was not necessary to address the applicability of the principle set out in Order 2000-13 because the Commission found that it did not have jurisdiction under subsection 43(4) of the Act. Thus, the Commission determined that it did not err in Telecom Decision 2009-462 by not addressing the principle related to compensation in Order 2000-13.

Application

16. On 28 September 2020, the Commission received a joint application from the applicants.

17. The applicants stated in their application that they reached an impasse in their negotiations with MOTI on the issue of reimbursement for costs incurred by the applicants associated with relocating their transmission lines as a result of MOTI-initiated support structure relocations.

18. The applicants requested the following relief:

    - An order pursuant to subsection 43(4) of the Act, directing MOTI to enter into separate protocol agreements with RCCI and Shaw. Such agreements would provide for compensation for the applicants' costs for mandatory relocations of their transmission lines, regardless of the ownership of the supporting structures of the transmission lines. The applicants proposed that such compensation would be equal to the greater of (i) 50% of the applicants' relocation costs or (ii) the percentage of TCI's transmission line relocation costs that are reimbursed by MOTI.

[6] Order 2000-13 involved discussion and decisions related to revised tariff pages containing support structure access services provided by incumbent carriers. In this order, the Commission stated that if a licensee considers that a third party should reimburse it, the licensee should pursue the matter directly. This was in the context of considering a service tariff item dealing with notice to licensees (i.e., attaching carriers) when a pole owner removes or abandons the pole, which would also apply in matters of relocation.

- In the alternative, an order pursuant to subsection 27(2) of the Act, directing TCI to pay each of the applicants a share of all compensation received by TCI from MOTI for each transmission line relocation, equal to the applicants' respective share of the total costs of relocating all telecommunications carrier transmission lines affected by the relocation, unless and until TCI renegotiates its protocol agreement with MOTI to include compensation to the applicants for at least 50% of their costs for relocating their transmission lines that are supported by poles or other structures solely or jointly owned by TCI.

19. The Commission received interventions from Bell Canada; Bragg Communications Incorporated, carrying on business as Eastlink (Eastlink); MOTI; Quebecor Media Inc., on behalf of Videotron Ltd. (Videotron); TCI; and one individual. The record closed with the receipt of the applicants' reply comments on 14 December 2020.

Issues

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

- Does TCI's conduct amount to an undue preference under subsection 27(2) of the Act?
- What is the Commission's jurisdiction under subsection 43(4) of the Act, and what are the Commission's associated determinations?

Does TCI's conduct amount to an undue preference under subsection 27(2) of the Act?

Positions of parties

The applicants

21. The applicants submitted that TCI is benefiting from a preference it grants itself. That is because TCI is being compensated for the costs of relocating its transmission lines on British Columbia highways, while competitors like the applicants—which have been mandated to use existing support structures—receive no compensation.

22. The applicants submitted that in effect, they are being penalized for complying with MOTI's Single Pole Line Policy and are being placed at a material anti-competitive cost disadvantage in relation to TCI. The applicants added that this result is at odds with the Canadian telecommunications policy objectives set out in paragraphs 7(a),

7(b), and 7(c)[7] of the Act, as well as with subparagraphs 1(a)(i), 1(a)(iii), and 1(a)(iv)[8] of the 2019 Policy Direction.[9]

23. Specifically, the applicants submitted that the undue preference TCI purportedly confers on itself undermines the ability of competitors such as the applicants to compete effectively and efficiently and to extend high-quality, affordable services throughout British Columbia while complying with the Single Line Pole Policy.

Interveners

MOTI

24. MOTI submitted that because the applicants' alternative request involves the applicants and TCI specifically, it had no comment to make other than to note that it is not appropriate for the applicants to infer that the compensation—of which they admit in their application to having no knowledge—from MOTI to TCI for relocations is inadequate. MOTI added that it is not appropriate for the applicants to seek an order from the Commission expecting or suggesting that MOTI and TCI renegotiate their agreement to expressly include compensation to each applicant for at least 50% of its relocation costs.

TCI

25. TCI argued that the compensation it receives from MOTI is not in relation to the provision of a telecommunications service or the charging of a rate for it, nor does it relate to the service provided to the applicants by TCI. Instead, TCI submitted that the compensation it receives relates to TCI's access arrangements with MOTI, which is necessary when a carrier constructs its transmission lines along British Columbia highways.

26. Accordingly, TCI submitted that, to the extent that it receives a preference by virtue of its access arrangements with MOTI, this does not fall within the scope of a preference under subsection 27(2) of the Act. Even if the access arrangements were subject to subsection 27(2), a support structure owner receiving some compensation for relocation of its facilities is in no way undue. Further, when a support structure

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[7] The cited policy objectives of the Act are: 7(a) to facilitate the orderly development throughout Canada of a telecommunications system that serves to safeguard, enrich and strengthen the social and economic fabric of Canada and its regions; (b) to render reliable and affordable telecommunications services of high quality accessible to Canadians in both urban and rural areas in all regions of Canada; and 7(c) to enhance the efficiency and competitiveness, at the national and international levels, of Canadian telecommunications.

[8] The cited subparagraphs of the 2019 Policy Direction are: 1(a) the Commission should consider how its decisions can promote competition, affordability, consumer interests and innovation, in particular the extent to which they (i) encourage all forms of competition and investment; (iii) ensure that affordable access to high-quality telecommunications services is available in all regions of Canada, including rural areas; (iv) enhance and protect the rights of consumers in their relationships with telecommunications service providers, including rights related to accessibility.

[9] *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives to Promote Competition, Affordability, Consumer Interests and Innovation*, SOR/2019-227, 17 June 2019

owner receives any compensation for a relocation, it is in relation to moving the support structure infrastructure.

27. TCI stated that the compensation it receives from MOTI is in no way comparable to that received by BC Hydro. Parties with different costs, risks, and responsibilities will have protocol agreement terms that are necessary to address varying circumstances. This is expected and common and is certainly not undue or otherwise improper under the Act.

28. TCI argued that as a support structure owner, its relationship with MOTI is different from that of a licensee's relationship with MOTI, which may result in certain terms that differ based on unique relationships and circumstances. These differences in no way grant any sort of preference on TCI with respect to MOTI's compensation terms. TCI is not an agent of MOTI and cannot be found to give an undue preference simply because the applicants have not successfully negotiated an agreement with MOTI.

29. TCI submitted that it is unreasonable and without merit for the applicants to associate third-party relocation compensation with TCI's agreement with MOTI, given that their compensation concerns would not apply to TCI and would be outside the scope of subsection 27(2) of the Act. The applicants' inability to enter into an agreement with MOTI is not related in any way to TCI, and TCI has no obligation to resolve this matter on behalf of the applicants. TCI is not contravening subsection 27(2) even if certain licensees would prefer to receive compensation.

Bell Canada

30. In Bell Canada's view, it would be unreasonable that TCI, as a third party to the relationship between the applicants and MOTI, be made responsible for costs stemming from MOTI's activities. To the extent that TCI has a protocol agreement with MOTI that includes a relocation clause, it would equally be unreasonable for the Commission to order TCI to pay the applicants a share of the compensation it receives from MOTI.

31. Bell Canada submitted that in all likelihood, such compensation negotiated between MOTI and TCI is proportionate to, or a portion of, TCI's costs incurred by a relocation, and that it likely does not include the costs to the applicants. Bell Canada submitted that any such order from the Commission would therefore force TCI to further under-recuperate its costs resulting from relocations.

32. Bell Canada submitted that not only would such an outcome be unreasonable, it would also be inconsistent with the Commission's precedents regarding municipal access agreements (MAAs). In Telecom Decision 2019-19, the Commission noted that the MAA should not attempt to set out respondent carriers' obligations regarding third parties. Bell Canada added that the Commission therefore considered that the MAA signed between the parties does not create liability with respect to third parties that otherwise does not exist. It does not, however, prevent third parties to the agreement from negotiating their own agreement with the city.

Videotron

33. Videotron submitted that the clear undue preference for TCI is hindering the applicants' capacity to deploy affordable competitive services throughout British Columbia, and ultimately, consumers will pay for this unfair situation. Therefore, the Commission's intervention under subsection 27(2) of the Act is justified, and it must intervene in favour of the applicants.

The applicants' reply

34. The applicants submitted that Bell Canada failed to explain why partial compensation to TCI is more appropriate than no compensation at all to the applicants. While TCI asserts that it is not unjust to receive compensation for relocating its support structures, and that the preference it is receiving is not in relation to the provision of a telecommunications service, the company omits referencing the compensation it receives from MOTI for relocating its transmission lines.[10] It is the compensation received by TCI for transmission line relocation that is at issue.

35. The applicants added that it is plainly unjust for one competitor to receive preferential terms of access to British Columbia highways, especially when those terms materially reduce that party's costs relative to those of its competitors. TCI's preferential access to British Columbia highways reduces its costs and confers an unjust, anti-competitive preference on TCI in the provision of its telecommunications services.

36. The applicants submitted that the provisions in the Calgary MAA that the Commission addressed in Telecom Decision 2019-19, and that Bell Canada and TCI referenced in their interventions, are also irrelevant to the current facts. Specifically, there was no suggestion or evidence in that proceeding that Calgary would refuse to negotiate an MAA that provided for compensation for relocations of a carrier's transmission lines in accordance with the relocation cost terms established by the Commission. Those terms do not hinge on ownership of support structures.

Commission's analysis

37. Subsection 27(2) of the Act reads, "No Canadian carrier shall, in relation to the provision of a telecommunications service or the charging of a rate for it, unjustly discriminate or give an undue or unreasonable preference toward any person, including itself, or subject any person to an undue or unreasonable disadvantage."

38. Therefore, per subsection 27(2) of the Act, only a Canadian telecommunications carrier can be considered to have conferred an undue preference on itself or another party and/or an undue disadvantage on another party. Because MOTI is not a telecommunications carrier, MOTI cannot potentially be considered by the

[10] As set out in its agreement with MOTI (Section IV(a)), TCI is compensated by MOTI for relocating its transmission lines at a predetermined rate per sheath metre of telephone cable. A sheath metre of telephone cable is an enclosed telephone cable one metre long, regardless of the number of pairs in the cable. Where there is more than one cable, they are paid for separately. Where telephone circuits are open wire, any number of open wires is considered to be the equivalent of one cable.

Commission to have conferred either an undue preference on TCI or an undue or unreasonable disadvantage on the applicants.

39. Thus, the assessment of whether an undue preference or undue discrimination exists in the present case must be considered in terms of whether TCI has conferred an undue preference or advantage on itself and/or has unduly disadvantaged or discriminated against the applicants as a consequence of the terms of its agreement with MOTI. Such a preference or disadvantage would also be linked to the telecommunications service TCI provides the applicants, namely, its Support Structure Service, which is subject to a tariff and allows the applicants to install and maintain transmission lines on TCI's support structures.

40. The Commission's analysis of an allegation of undue preference under subsection 27(2) of the Act is conducted in two phases. First, the Commission must determine whether the conduct in question constitutes a preference. If so, it must then decide whether the preference is undue or unreasonable. Pursuant to subsection 27(4)[11] of the Act, the burden is on the respondent to demonstrate that the preference is not undue or unreasonable.

Whether the conduct in question constitutes a preference

41. Under the terms of the agreement, MOTI compensates TCI for its relocation costs at a flat rate per existing pole. MOTI also compensates TCI for relocating its transmission lines, at a predetermined rate per sheath metre of cable, but only when at least one splice of the transmission line is involved.

42. There is no provision in the agreement requiring either MOTI or TCI to compensate third-party carriers for costs they incur to relocate their transmission lines attached to power poles or other support structures owned by or permitted to TCI.

43. For the purposes of subsection 27(2) of the Act, the existence and terms of the agreement themselves do not constitute a preference that TCI is granting itself, nor do they impose a disadvantage upon the applicants. Furthermore, for the purposes of subsection 27(2), the lack of an agreement between MOTI and the applicants compensating them for costs associated with relocating their transmission lines does not itself mean that TCI is conferring a preference on itself, nor does it impose a disadvantage upon the applicants.

44. However, the fact that TCI has an agreement in place and that the applicants do not clearly provides TCI a financial advantage relative to the applicants and relative to any other third-party carriers with transmission lines attached to TCI's support structures along British Columbia highway rights-of-way. This financial advantage may afford TCI a competitive advantage over the applicants. Considering that TCI provides a telecommunications service to the applicants by way of its Support

[11] Subsection 27(4) states that "The burden of establishing before the Commission that any discrimination is not unjust or that any preference or disadvantage is not undue or unreasonable is on the Canadian carrier that discriminates, gives the preference or subjects the person to the disadvantage."

Structure Service, this preference and proportionate disadvantage relate to the provision of a telecommunications service for the purposes of subsection 27(2) of the Act.

45. Moreover, the Commission considers that TCI's agreement with MOTI, combined with TCI's tariff provisions relating to its Support Structure Service, which stipulates that licensees are responsible for their own costs associated with relocating their transmission lines arising from relocations initiated by a property owner, is a preference that TCI confers on itself. TCI receives compensation for costs associated with the relocation of its own transmission lines from MOTI, while at the same time, the tariffed support structure service it provides the applicants does not allow for similar compensation relative to the applicants' transmission lines. The situation as a whole is a preference TCI grants itself to the competitive disadvantage of the applicants.

Whether TCI's preference is undue or unreasonable

46. As per subsection 27(4) of the Act, the burden of proof for establishing that a preference is not undue or unreasonable must be discharged by the carrier alleged to have the preference. In its reply, TCI submitted that it is not benefiting from an undue preference by receiving compensation from MOTI, and that the applicants are free to negotiate directly with MOTI. TCI added that the circumstances at issue have not changed such that Telecom Decision 2009-462 and Telecom Decision 2010-414 should cease to apply.

47. The Commission notes that the provisions in TCI's tariff that stipulate that licensees are responsible for costs associated with forced transmission line relocations are not unique to TCI. Other carriers (specifically, incumbent local exchange carriers [ILECs][12]) that provide a tariffed support structure service have similar clauses.

48. Furthermore, MOTI and TCI's agreement does not pertain to or contain provisions regarding the direct or indirect business relationship between MOTI and third-party carriers with transmission lines attached to TCI's support structures. Thus, although TCI is providing a service to the applicants via its tariffed Support Structure Service, the applicants are not party to MOTI and TCI's agreement.

49. Because the applicants are free to negotiate their own protocol agreement with MOTI, the Commission considers that the preference TCI confers on itself is not undue, and it cannot be found to be subjecting the applicants to an undue disadvantage as a consequence of the agreement. Rather, TCI is providing a tariffed service to the applicants and fulfilling its obligations under that tariff.

50. In summary,

[12] The Commission reviewed provisions of the tariffed support structure services offered by Bell Canada and Saskatchewan Telecommunications.

- TCI is not party to any negotiations between the applicants and MOTI, and the applicants are free to negotiate with MOTI; and

- TCI's preference in relation to the applicants should not be considered undue simply because of the negotiated agreement it has with MOTI.

51. In light of the above, the Commission considers that TCI has met the burden of proof that the advantage it receives relative to the applicants, by virtue of the terms of its agreement with MOTI, does not represent an undue preference or an undue or unreasonable disadvantage imposed by TCI on the applicants.

What is the Commission's jurisdiction under subsection 43(4) of the Act, and what are the Commission's associated determinations?

Positions of parties

The applicants

52. In addition to seeking an order, pursuant to subsection 27(2) of the Act, finding TCI in contravention of the prohibition of undue preference and directing TCI to compensate the applicants, the applicants requested that, pursuant to subsection 43(4) of the Act, the Commission direct MOTI to enter into protocol agreements with the applicants to compensate them for forced transmission line relocations.

53. The applicants submitted that they have been attempting to negotiate a protocol agreement with MOTI since January 2018. An impasse has been reached, entirely related to the issue of reimbursement for costs associated with MOTI-initiated relocations of transmission lines on, over, under, and along British Columbia highways. According to the applicants, MOTI refuses to agree to compensate the applicants for the costs of relocating their transmission lines.

54. The applicants explained that, meanwhile, TCI continues to benefit from a long-standing arrangement with MOTI that includes compensation for TCI's costs for MOTI-initiated relocations. Such compensation relates to both the costs of relocating TCI's poles and the costs of relocating TCI's transmission lines.

55. The applicants submitted that this compensation has a material anti-competitive impact. Due to the long-standing monopolies over infrastructure in British Columbia, as well as MOTI's Single Pole Line Policy, virtually all of the applicants' transmission lines along British Columbia highways are attached to poles owned by BC Hydro, FortisBC, or TCI. By refusing to compensate the applicants, the applicants' position is that their existing and future physical plant on British Columbia highways are at risk.

56. During the period from January to August 2020 alone, Shaw anticipated significant expenses due to MOTI-initiated relocations. For its part, RCCI also anticipated expenditures in relocation costs over the next few years. The applicants submitted that none of their costs are covered by payments from MOTI, even though MOTI

determines when these lines must be moved. This is in stark contrast to TCI's situation. TCI continues to be at least partially compensated for its costs for relocating the same sorts of lines. British Columbia highways represent crucial long-distance links for the applicants' wireline and wireless telecommunications networks. If the applicants are forced to spend hundreds of thousands of dollars for transmission line relocations, these expenditures will take away from their overall build plans in the province.

57. In making the case for a Commission order via subsection 43(4) of the Act, the applicants argued that MOTI, as a matter of law,[13] consents to the installation of their transmission lines on other companies' poles. They argued that such consent is not on terms that are acceptable to them, which would include compensation for forced relocations. Any compensation ordered by the Commission should, per the applicants, be in line with the principles enunciated in Decision 2001-23.[14]

58. The applicants submitted that the Commission should issue an order under subsection 43(4) of the Act requiring MOTI to enter into protocol agreements with them, compensating them for 50% of the costs incurred by the applicants to relocate their respective transmission lines or terms equal to what TCI receives, whichever is greater. This would apply no matter the ownership of the support structure, meaning it would apply not only to attachments on TCI's poles but also to attachments on poles owned by BC Hydro or FortisBC.

59. The applicants propose the alternative remedy of an order directing TCI to pay a portion of the compensation TCI receives from MOTI, proportionate to the applicants' respective share of total relocation costs. This arrangement would be in place until TCI renegotiates its agreement with MOTI to include compensation for the applicants of at least 50% of their costs.

Interveners

MOTI

60. MOTI submitted that the Commission's jurisdiction under subsection 43(4) of the Act is not engaged because there is no issue of consent to construct a transmission line. According to MOTI, the Commission has no jurisdiction to direct MOTI to enter into any agreement that includes compensation for relocating transmission lines, or that includes requirements related to transmission lines on or attached to other companies' support structures.

61. MOTI explained that as a matter of policy, it does not require the applicants—or any other carriers—to apply for a permit or otherwise to seek authorization to access or install their transmission lines. There are no protocol agreements in place with

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[13] Considering that MOTI has jurisdiction over provincial highways, as per British Columbia's *Transportation Act*, and that subsection 43(3) of the Act requires that no transmission lines be constructed in highway rights-of-way without approval from a public authority.

[14] This decision sets out principles for allocating costs between public authorities and carriers when negotiating terms of access to public rights-of-way.

carriers that merely attached their transmission lines to other companies' poles. Rather, all protocol agreements are with pole owners. MOTI does not even require notification that carriers are planning to attach transmission lines. Further, MOTI argued, the applicants are not even claiming to have been denied access.

62. Rejecting the applicants' assertion to the contrary, MOTI submitted that neither TCI nor any other utility provider with a protocol agreement with MOTI is compensated for relocations related to lines attached to poles not owned by the utility provider. In other words, MOTI argued that TCI is being treated no differently than the applicants.

63. MOTI raised several harmful effects that could result from the Commission directing it to enter into protocol agreement with carriers. It submitted that potential results include a competitive advantage to the applicants over other attaching carriers (many of which are not even known to MOTI). As well, the principle of cost neutrality, which MOTI derives from Decision 2001-23, would be upended. Further, the provincial government may have to implement changes in policy and administrative operations, perhaps resulting in the introduction of certain unspecified fees that are currently not imposed.

64. MOTI submitted that the Supreme Court decision *Barrie Public Utilities v. Canadian Cable Television Assn.*,[15] in which the Supreme Court determined that subsection 43(5) of the Act does not give the Commission jurisdiction over the support structures owned by provincially regulated electric power companies, should also apply in this case to mean that subsection 43(4) does not give the Commission jurisdiction over relocation costs of transmission lines that are on or within the support structure of any provincially regulated utility, provincial agency, or provincial public authority.

65. In explaining that the underlying facts have not changed since the Commission's determination in Telecom Decision 2009-462, MOTI submitted that its utility permitting process has not substantively changed. Though there is a new Utility Policy Manual, MOTI still issues utility permits only for support structures occupying provincial public highways and does not require or issue separate permits for lines installed in or otherwise attached to those support structures. The applicants still do not require a permit to attach their lines to other companies' poles.

66. In addition, MOTI submitted that even if subsection 43(4) of the Act were engaged, its invocation would be premature. MOTI added that it is still willing to negotiate with the applicants. It is even open to negotiating for the compensation sought, but this issue seems to be the sole driving force behind the applicants' desire for an agreement. This is unlike the agreements MOTI has in place with pole owners, which concern other issues.[16]

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[15] *Barrie Public Utilities v. Canadian Cable Television Assn.*, 2003 SCC 28.

[16] MOTI's reply explains that protocol agreements including compensation were initially aimed at providing an incentive for the extension of communications infrastructure into underserved areas and to encourage timely relocations when required. The compensation is also offered in return for pole owners

67. With respect to the alternative remedy proposed by the applicants of an order directing TCI to pay a portion of the compensation and renegotiation of the agreement between MOTI and TCI, MOTI argued that it would be inappropriate to order MOTI and TCI to renegotiate their protocol agreement.

TCI

68. TCI responded to the application by arguing that the Commission's jurisdiction under subsection 43(4) of the Act is not engaged because no term of access is at issue. In addition, TCI submitted that the facts have not materially changed since Telecom Decision 2009-462. Therefore, the Commission's determinations in Telecom Decisions 2009-462 and 2010-414 should continue to apply.

Bell Canada

69. Bell Canada submitted that Canadian carriers, including the applicants, are entitled to relocation costs from public authorities even when their facilities are attached to a third party's support structures.

70. Bell Canada argued that the Commission's ability to set terms apportioning costs for a carrier that is making use of a third party's support structures is supported by a plain reading of the Act. In Bell Canada's view, an access agreement between the applicants and MOTI could, and likely should, include a similar clause with respect to relocation costs that would give the applicants a certain proportion of their relocation costs in the event of a MOTI-initiated relocation.

71. However, Bell Canada submitted that the applicants have made it impossible for the Commission to approve their request with respect to MOTI. This is because the Commission cannot make a determination on the reasonableness of the proposed relocation cost compensation apportionment without first seeing the other terms of access within a proposed access agreement. Bell Canada submitted that the applicants have repeated the same mistake made by Shaw in the proceeding leading to Telecom Decision 2009-462 by unduly focusing on compensation rather than terms of access.

72. In all likelihood, such compensation negotiated between MOTI and TCI is proportionate to, or a portion of, TCI's costs incurred by a relocation and likely does not include the costs to the applicants. Bell Canada submitted that, any such order from the Commission would therefore force TCI to further under-recuperate its costs resulting from relocations.

73. Bell Canada submitted that not only would such an outcome be unreasonable, it would also be inconsistent with the Commission's precedents regarding municipal access. In Telecom Decision 2019-19, the Commission noted that the MAAs should not attempt to set out respondent carriers' obligations regarding third parties. The Commission considered that an agreement signed between the parties does not create liability with respect to third parties that otherwise does not exist. This does not,

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extinguishing their rights-of-way or easements to facilitate the expansion of British Columbia's highway network.

however, prevent third parties to the agreement from negotiating their own agreement with a public authority.

Eastlink

74. Eastlink supported the applicants' request, and urged the Commission to correct the current environment to ensure symmetry and competitive fairness between government authorities, support structure owners, and licensees. Eastlink submitted that the additional expenses incurred by the applicants for relocating their transmission lines provide TCI with a significant competitive advantage.

75. Eastlink argued that subsection 43(4) of the Act is engaged because the policy and legal framework MOTI applies requires MOTI to provide consent, even if MOTI only requires permits of pole owners rather than licensees. Eastlink added that to the extent relief is granted, it should be applied in all jurisdictions. Eastlink submitted that it pays a significant amount of relocation costs annually.

76. Eastlink submitted that in Decision 2001-23 and Telecom Decision 2008-91, the Commission did not distinguish between the cost of relocating transmission lines and the support structures for these lines. It also did not distinguish between lines supported, or not, by structures owned by a telecommunications carrier. Providing compensation to a carrier simply because it owns the poles is arbitrary and results in an unfair competitive advantage for companies that benefit from these policies, especially given the inability for carriers to construct their own support structures due to the Single Pole Line Policy, which is prevalent in most jurisdictions.

Videotron

77. Videotron submitted that it is in complete agreement with the applicants, including with their assertion that the Commission has the authority to intervene under subsection 43(4) of the Act. Videotron submitted that the ownership of a support structure has nothing to do with the three factors set out by the Commission for assessing the sharing of relocation costs.[17]

78. Further, Videotron argued that denying the applicants the right to be compensated for their relocation costs simply because they do not own the structures supporting their transmission lines would make no sense from a policy perspective and would be completely arbitrary. The method for sharing relocation costs proposed by the applicants is fully justified and has several advantages for all parties, in that (i) it is fair; (ii) it improves predictability, facilitating project planning; and, (iii) it would reduce the administrative burden associated with processing relocation requests.

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[17] In Decision 2001-23, the Commission determined that it would generally consider it appropriate to take into account the following factors in allocating costs between the municipality and the carrier: (i) who has requested the relocation, i.e., the municipality, the carrier, or a third party; (ii) the reason for the requested relocation (e.g., safety reasons, aesthetic reasons, to better serve customers); and (iii) when the request is made vis-à-vis the original date of construction (e.g., whether the request is made a considerable length of time after the original construction, or very shortly after that time).

The applicants' reply

79. In reply, the applicants argued that the Commission's jurisdiction under subsection 43(4) of the Act does not hinge on the denial of access; rather, it is triggered by an inability to obtain consent to construct the lines on terms acceptable to a carrier. This threshold is clearly met in the present case.

80. The applicants reiterated that MOTI consents to the attaching of transmission lines on third-party support structures. According to the applicants, this means that MOTI must provide terms acceptable to them, namely compensation for relocation costs. This is the case whether or not access to these lines has been thwarted.

81. Further, the applicants argued that the fact that MOTI chooses not to require a permit to attach transmission lines to third-party poles in no way alters the legal requirement for the applicants to obtain MOTI's consent to do so. The applicants submitted that MOTI does not dispute this.

82. The applicants contended that the Commission determined in Telecom Decision 2005-36 that its jurisdiction under subsection 43(4) of the Act includes the authority to adjudicate the terms and conditions of ongoing access. The applicants submitted that this conclusion was upheld by the Federal Court of Appeal when it ruled that "Sections 42 – 44 should be read as a comprehensive and exclusive code for regulating carriers' access to public places for the purposes of constructing, maintaining and operating transmission lines."[18]

83. Finally, as mentioned in paragraph 36, the applicants submitted that the provisions in the Calgary MAA addressed in Telecom Decision 2019-19, and referenced by both Bell Canada and TCI in their interventions, are irrelevant to the current facts. The applicants argued that there is no suggestion or evidence in that proceeding that Calgary would refuse to negotiate an agreement that provided for compensation for relocations of transmission lines in accordance with the terms established by the Commission, which do not hinge on ownership of support structures.

Commission's analysis

84. Whether the Commission can invoke subsection 43(4) of the Act depends on the legal interpretation of the words of the provision itself. Subsection 43(4) reads as follows:

> **Application by carrier**
>
> **43(4)** Where a Canadian carrier or distribution undertaking cannot, on terms acceptable to it, obtain the consent of the municipality or other public authority to construct a transmission line, the carrier or distribution undertaking may apply to the Commission for permission to construct it and

[18] *Edmonton (City) v. 360Networks Canada Ltd.*, 2007 FCA 106, paragraph 52.

> the Commission may, having due regard to the use and enjoyment of the highway or other public place by others, grant the permission subject to any conditions that the Commission determines.

As with any exercise in statutory interpretation, the well-established interpretive approach is one of text, context, and purpose.[19] From the text itself, it is evident that subsection 43(4) can only apply where a carrier "cannot … obtain the consent"[20] of a "public authority to construct a transmission line."

85. Practically speaking, the text, context, and purpose of this provision result in subsection 43(4) of the Act being triggered when either of two circumstances arises.

86. The first circumstance is where a public authority (e.g., MOTI) denies[21] access to a telecommunications carrier (e.g., the applicants) or a broadcasting undertaking to construct a transmission line located along a highway or another public place.

87. The word "construct" in this context, and considering the purpose of the access rights regime of which subsection 43(4) of the Act is part, "is not limited to the physical acts of installing or building" and has been judicially interpreted to include access to transmission facilities to maintain and operate them after they have been put in place.[22]

88. The second circumstance is where a public authority, which includes a provincial government department like MOTI,[23] allows such access, but imposes terms or conditions on this access that are unacceptable to the telecommunications carrier or broadcasting undertaking.

89. The applicants essentially submitted that the second circumstance arises here, and that they have been able to obtain the consent of MOTI for access to highway rights-of-way but not on terms acceptable to them. They argued that MOTI's refusal to negotiate a protocol agreement with the applicants is akin to an unacceptable term, and that the applicants are owed an acceptable agreement for

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[19] As per *Bell Canada v. 7265591 Canada Ltd.*, 2018 FCA 174, at paragraph 105, distilling Driedger's modern principle of statutory interpretation. See also *Bell ExpressVu Limited Partnership v. Rex*, 2002 SCC 42, at paragraph 26 and *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 SCR 27.

[20] The words "…, on terms acceptable to it, …", being enclosed by commas, is a non-restrictive relative clause. This is a clause that does not restrict the sentence it modifies, even if it adds additional information. In other words, it does not change the fact that consent to construct must be denied or otherwise not obtained before "terms acceptable" become an issue.

[21] The English version of subsection 43(4) of the Act refers to situations where parties "cannot …obtain consent." The French version refers to a situation in which the public authority "refuse l'agrément." The Commission considers that both versions, read together, demonstrate that this precondition involves a refusal to grant access by the public authority.

[22] See *Edmonton (City) v. 360Networks Canada Ltd.*, 2007 FCA 106, at paragraph 40.

[23] As per the definition of "public authority" at subsection 2(1) of the Act.

compensation because MOTI has tacitly consented to the installation of transmission lines.

90. The applicants argued at length that MOTI does indeed provide its consent, pointing to British Columbia's *Transportation Act*, the MOTI Utility Policy Manual, and subsection 43(3) of the Act in support of its argument. Subsection 43(3) states that "[n]o Canadian carrier…shall construct a transmission line…along a highway or other public place without the consent of…[the] public authority having jurisdiction over the highway." The applicants submitted that, consequently, it is a matter of law that MOTI provides its consent. The thrust of the argument is that because MOTI has jurisdiction to consent, this means that it must agree to terms proposed by the applicants, whether or not MOTI opts to exercise such jurisdiction.

91. MOTI responded that it does not require a protocol agreement with the applicants, and that it is in no way imposing a term of access by not compensating the applicants as they would prefer. MOTI argued that the applicants have not been denied the authorization to construct transmission lines, nor have they had any conditions imposed on them related to the construction of transmission lines. In other words, MOTI's consent is not being withheld or conditioned whatsoever because MOTI imposes no requirements on the applicants.

92. The Commission finds that although MOTI declined to exercise this jurisdiction in this instance, MOTI nonetheless has the jurisdiction to deny and impose conditions on attaching carriers under British Columbia's *Transportation Act* and subsection 43(3) of the Act. Accordingly, the Commission's jurisdiction under subsection 43(4) is engaged in this instance.

93. The Commission no longer considers that its previous determinations are justifiable for the reasons set out below. Furthermore, the Commission considers that unequal or market-distorting access is arguably comparable to a condition of access. By compensating one carrier for transmission line relocation costs but not others, MOTI is in fact putting the applicants (and maybe others entities) at a disadvantage. As already noted, the expression "construction of transmission lines" has been found by the Federal Court of Appeal to encompass not only access to build or install the lines but also access to maintain them.[24] In the Commission's view, the terms "consent" and "on terms acceptable to it" should bear an equally broad interpretation. As with the Federal Court of Appeal's interpretation of "constructing transmission lines," "consent" on "terms acceptable" could apply to mean terms of access no less favourable than other carriers. In other words, unfavourable and unfair terms granted to one carrier over another (or others entities) constitute a denial of consent to the disadvantaged carrier, even, as in this instance, when the public authority declines to exercise its power to regulate access for certain carriers.

[24] *Edmonton (City) v. 360Networks Canada Ltd.*, 2007 FCA 106 at 52.

94. There are ample policy reasons why the Commission should invoke subsection 43(4) of the Act in this instance. The record of this proceeding clearly identifies a market distortion by virtue of MOTI compensating TCI for transmission line relocations but not compensating the applicants for the relocation of the same sorts of lines. The policy objectives in section 7 of the Act include the facilitation of orderly development of the telecommunications system among them. Moreover, competitive neutrality and competition generally feature prominently in the 2006 Policy Direction,[25] and competition is also key to the 2019 Policy Direction. Remedying this inequitable situation in British Columbia would promote competitive neutrality and serve to reduce TCI's incumbency advantage. As all parties have noted, competitors simply do not have the option of building their own telephone poles to obtain compensation from British Columbia given the important policy goal of preventing the duplication and proliferation of poles. Therefore, these potential competitive distortions can only be addressed through the indirect relationship between MOTI, TCI, and the applicants.

95. The Commission acknowledges that this situation is complex. Although it has found above that TCI is not granting itself an undue preference in the circumstances, the lack of negotiation on the part of MOTI, combined with TCI's failure to provide for the sharing of compensation with attaching carriers on its poles, has created a situation where regulatory intervention is required by the Commission to ensure that the policy objectives of the Act are met. In these circumstances, the Commission considers that a two-step approach, combining its powers under subsection 43(3) and section 24[26] of the Act, is the most expeditious, fair, and effective means of addressing this problem.

96. In the first step, the Commission considers that proceeding expeditiously through the invocation of subsection 43(4) of the Act would (i) better embody the Act's objective to facilitate the orderly development of the telecommunications system and (ii) be truer to the priorities concerning competitive neutrality and fostering competition as presented in the 2006 and 2019 Policy Directions. However, in the second step, the Commission also considers that it may be more efficient, and better reflect the realities of the situation where TCI is the one controlling access to its poles, to address compensation to attaching carriers through TCI's support structure tariff. Providing TCI with an opportunity to file tariffs that provide for such compensation will (i) give TCI the chance to propose a solution for compensating licensees and (ii) give parties the opportunity to comment on these details. The Commission would then have a complete record on which to determine the most just and reasonable mechanism to achieve the desired policy outcome.

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[25] *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives*, SOR/2006-355, 14 December 2006.

[26] Section 24 states that "The offering and provision of any telecommunications service by a Canadian carrier are subject to any conditions imposed by the Commission or included in a tariff approved by the Commission".

97. In light of the above, the Commission **directs** MOTI, pursuant to subsection 43(4) of the Act, to compensate the applicants for the relocation of their transmission lines attached to poles in British Columbia in the event of MOTI-initiated relocations at a rate no less favourable than TCI's. This direction under subsection 43(4) applies until the Commission approves TCI's revised tariff pages to allow for fair compensation to attaching carriers. The Commission notes that MOTI could fulfill this obligation by either providing the applicants with compensation no less favourable than that received by TCI or by ceasing its compensation to TCI.

98. Should MOTI elect to continue providing compensation to TCI when it requires poles to be relocated or moved, the Commission **directs** MOTI, pursuant to subsection 43(4) of the Act, to enter into separate agreements with the applicants, providing for compensation on terms no less favourable than those MOTI provides to TCI. This direction applies only until the Commission approves TCI's revised tariff pages.

99. Furthermore, should MOTI elect to continue providing compensation to TCI when it requires poles to be relocated or moved, the Commission **directs** MOTI to enter into agreements with any other carrier that requests one and include terms no less favourable than those provided to TCI. This would only extend to poles owned by TCI, and only apply until the Commission approves TCI's revised tariff pages.

100. At the same time, the Commission **directs** TCI to file new tariff pages by **16 January 2023** with proposed wording allowing for fair compensation to attaching carriers when MOTI requires their facilities to be relocated or moved.

101. The Commission **directs** that any party to this proceeding—MOTI, TCI, and the applicants—file any renegotiated or new protocol agreement that results from this decision within **five days** of that agreement being finalized. In addition, any other subsequent amendments to the protocol agreement must be filed within **five days** of becoming finalized.

102. The Commission notes that the protocol agreement between MOTI and TCI is complex, involving numerous different types of compensation. In fulfilling their obligations imposed in this decision, MOTI and TCI must take care to ensure that any removal of compensation for relocation in transmission lines is not simply offset by changes in other forms of compensation within the agreement, given that the Commission would not consider such a situation compliant with its directions in this decision.

Conclusion

103. The Commission considers that TCI has met the burden of proof that the advantage it receives relative to the applicants, by virtue of the terms of its agreement with MOTI, does not represent an undue preference or an undue or unreasonable disadvantage imposed by TCI on the applicants.

104. The Commission **directs** MOTI, pursuant to subsection 43(4) of the Act, to compensate the applicants when MOTI requires the applicants to relocate or move their transmission lines attached to poles in British Columbia at a rate no less favourable than TCI's. This direction under subsection 43(4) applies until the Commission approves TCI's revised tariff pages to allow for fair compensation to attaching carriers. The Commission notes that MOTI could fulfill this obligation by either providing the applicants with compensation no less favourable than that received by TCI or by ceasing its compensation to TCI.

105. Should MOTI elect to continue providing compensation to TCI when it requires poles to be relocated or moved, the Commission **directs** MOTI, pursuant to subsection 43(4) of the Act, to enter into separate agreements with the applicants, providing for compensation on terms no less favourable than those MOTI provides to TCI. This direction applies only until the Commission approves TCI's revised tariff pages.

106. Further, the Commission **directs** MOTI to enter into agreements with any other carrier that requests one and include terms no less favourable than those provided to TCI. This would only extend to poles owned by TCI, and only apply until the Commission approves TCI's revised tariff pages.

107. At the same time, the Commission **directs** TCI to file new tariff pages by **16 January 2023** with proposed wording allowing for fair compensation to attaching carriers when MOTI requires that their facilities be relocated or moved.

108. The Commission **directs** that any party to this proceeding—MOTI, TCI, and the applicants—file any renegotiated or new protocol agreement that results from this decision within **five days** of that agreement being finalized. In addition, any other subsequent amendments to the protocol agreement must be filed within **five days** of becoming finalized.

109. The Commission notes that the protocol agreement between MOTI and TCI is complex, involving numerous different types of compensation. In fulfilling their obligations imposed in this decision, MOTI and TCI must take care to ensure that any removal of compensation for relocation or moving transmission lines is not simply offset by changes in other forms of compensation within the agreement, given that the Commission would not consider such a situation compliant with its directions in this decision.

Policy Directions

110. The Commission is required, in exercising its powers and performing its duties under the Act, to implement the policy objectives set out in section 7 of the Act, in accordance with the 2006 Policy Direction and the 2019 Policy Direction. In compliance with subparagraph 1(a)(i) of the 2019 Policy Direction, the Commission considers that its directions set out in this decision advance the policy objective set out in paragraph 7(c) of the Act. Specifically, the Commission's directions would

foster increased reliance on market forces for the provision of telecommunications services and to ensure that regulation, where required, is efficient and effective.

111. The Commission finds that its directions addressing the broader issue of whether and how carriers that attach their transmission lines to third-party owned support structures should be compensated for their transmission line relocation costs is consistent with subparagraph 1(a)(ii) of the 2006 Policy Direction. Indeed, they use measures that are efficient and proportional to their purpose and that interfere with the operation of competitive market forces to the minimum extent necessary to meet the policy objectives.

112. As noted above, competitive neutrality and competition generally feature prominently in the 2006 Policy Direction, and competition is also key to the 2019 Policy Direction. Remedying this inequitable situation in British Columbia would promote competitive neutrality and foster competition, in line with the priorities presented in the 2006 and 2019 Policy Directions.

Secretary General

Related documents

- *City of Calgary – Application concerning a Municipal Rights-of-Way Bylaw and a proposed Municipal Consent and Access Agreement*, Telecom Decision CRTC 2019-19, 25 January 2019

- *Shaw Cablesystems Ltd. – Application to review and vary Telecom Decision 2009-462 concerning the reimbursement of costs associated with relocating transmission facilities*, Telecom Decision CRTC 2010-414, 29 June 2010

- *Shaw Cablesystems Ltd. – Application seeking access to highways controlled by the Ministry of Transportation and Infrastructure of British Columbia on terms consistent with Decision 2001-23*, Telecom Decision CRTC 2009-462, 30 July 2009

- *Application by the City of Baie-Comeau regarding the costs to relocate TELUS Communications Company's telecommunications facilities*, Telecom Decision CRTC 2008-91, 19 September 2008

- *Part VII application by Allstream Corp. seeking access to Light Rail Transit (LRT) lands in the City of Edmonton*, Telecom Decision CRTC 2005-36, 17 June 2005

- *Ledcor/Vancouver – Construction, operation and maintenance of transmission lines in Vancouver*, Decision CRTC 2001-23, 25 January 2001

- *Rates set for access to telephone companies' support structures*, Order CRTC 2000-13, 18 January 2000

- *Access to telephone company support structures*, Telecom Decision CRTC 95-13, 22 June 1995