



Telecom Decision CRTC 2026-84

PDF version

Reference: Part 1 application posted on 3 December 2024

Gatineau, 11 May 2026

Public record: 8662-V3-202406264

Quebecor Media Inc. – Application to review and vary Telecom Decision 2024-197

Summary

The Commission is working to increase choice and affordability of cellphone services by promoting greater competition between service providers, while ensuring continued investments in high-quality networks.

In December 2023, Quebecor Media Inc. (Quebecor) filed an application with the Commission regarding a dispute with Bell Mobility Inc. (Bell Mobility) for mobile virtual network operator (MVNO) access. Quebecor and Bell Mobility disagreed on whether they had established 11 October 2023 as the starting date for Quebecor’s MVNO access. They also disagreed on whether a written agreement was needed before Bell Mobility could provide MVNO access to Quebecor. As stated in Telecom Decision 2024-197, based on the evidence on the record of the proceeding, the Commission could not conclude that Quebecor and Bell Mobility had agreed to a starting date. The Commission also determined that a written agreement was required before Bell Mobility could provide MVNO access to Quebecor, and it directed the companies to reach an agreement by 12 September 2024.

This decision addresses Quebecor’s request that the Commission review and vary Telecom Decision 2024-197. Quebecor submitted that the Commission made errors that raised substantial doubt as to the correctness of that decision. It requested that the Commission retroactively set 11 October 2023 as the starting date for MVNO access with Bell Mobility, and that it be reimbursed for part of the charges to use Bell Mobility’s network between 11 October 2023 and 12 September 2024.

Review and vary applications require applicants to demonstrate substantial doubt as to the correctness of a Commission decision. They are assessed against a well-established test set out in Telecom Information Bulletin 2011-214.

Based on the record of this proceeding, the Commission finds that a substantial doubt as to the correctness of Telecom Decision 2024-197 has not been established. The Commission therefore denies the request to vary that decision.

A concurring opinion by Commissioner Bram Abramson is attached to this decision.

Background

1. In Telecom Regulatory Policy 2021-130, the Commission required Bell Mobility Inc. (Bell Mobility), Rogers Communications Canada Inc., TELUS Communications Inc. (TELUS), and Saskatchewan Telecommunications (collectively, the incumbents) to provide wholesale facilities-based mobile virtual network operator (MVNO) access service to other wireless carriers under regulated terms and conditions. In order to implement this policy, the incumbents were required to file tariffs that set out the terms and conditions of the service. The Commission approved the proposed tariffs on 9 May 2023 in Telecom Order 2023-133. Rates for the service were to be commercially negotiated between the parties. If negotiations between parties were unsuccessful, either party could bring the matter to the Commission for resolution by way of final offer arbitration (FOA).
2. The tariffs established that customers would enter into individual agreements with incumbents setting out the specific details of their relationship in light of the approved terms and conditions. The Commission mandated MVNO access service for a period of seven years following the finalization of tariffed terms and conditions.¹ The Commission was of the view that this would give regional wireless carriers sufficient time to deploy their networks while also maintaining incentives to invest.
3. On 22 June 2023, Quebecor Media Inc. (Quebecor) requested that the Commission initiate an FOA process to establish the MVNO access rates between itself and Bell Mobility. In Telecom Decision 2023-335 (the FOA decision), published on 10 October 2023, the Commission selected Bell Mobility's offer and directed parties to enter into an MVNO access agreement consistent with this offer.
4. After receiving Bell Mobility's draft MVNO access agreement, Quebecor, on behalf of its subsidiaries Freedom Mobile Inc. (Freedom) and Videotron Ltd. (Videotron), filed an application with the Commission. Quebecor submitted that Bell Mobility had not provided MVNO access to its network on 11 October 2023 as agreed. Quebecor submitted that a written MVNO access agreement was not required to provide service. Quebecor noted that Bell Mobility's draft MVNO access agreement was not consistent with its tariff and that Bell Mobility had given itself an undue preference.
5. Quebecor requested that the Commission take steps to ensure that Quebecor could access Bell Mobility's network, as well as the network TELUS shares with Bell Mobility, at the MVNO rate established in the FOA decision. It requested that the rate apply retroactively to 11 October 2023.

¹ See Telecom Regulatory Policy 2021-130, paragraph 375.

Quebecor also requested that the Commission impose an administrative monetary penalty (AMP) on Bell Mobility.

6. In Telecom Decision 2024-197, the Commission denied Quebecor's application and made the following determinations:
 - An MVNO access agreement is required prior to the provision of MVNO access at the rate set out in the FOA decision.
 - The requirement for an MVNO access agreement is consistent with Bell Mobility's MVNO tariff² and the MVNO access framework.
 - The Commission could not conclude, based on the available evidence, that Bell Mobility and Quebecor had agreed to a commercial starting date.
 - The clauses in Bell Mobility's draft MVNO access agreement (which was submitted in confidence) are consistent with those in its MVNO tariff.
 - Quebecor did not demonstrate that Bell Mobility had given itself an undue preference, since Bell Mobility was correct to require a signed MVNO access agreement before Quebecor could begin using the service.
7. The Commission directed Bell Mobility and Quebecor to sign an MVNO access agreement by 12 September 2024, with the date of the agreement serving as the commercial starting date of the service. The Commission indicated that if the parties were unable to reach an agreement on certain clauses by 12 September 2024, they could request that the Commission issue a ruling to resolve any outstanding matter related to those clauses.
8. The Commission also provided clarifications regarding the FOA process in order to avoid a similar situation in the future.³

Application

9. The Commission received an application from Quebecor on behalf of its subsidiaries Freedom and Videotron, dated 27 November 2024, requesting the Commission to review and vary Telecom Decision 2024-197.

² *Access Services Tariff for Interconnection with Carriers and Other Service Providers* CRTC 15011, section 101, *Facilities-Based Wholesale Mobile Virtual Network Operator (MVNO) Access Service*.

³ See Telecom Decision 2024-197, paragraph 66.

10. Quebecor submitted that the Commission had committed the following errors in that decision:

- The Commission committed an error when it failed to consider the impact of Bell Mobility's delays.
- The Commission committed a mixed error in law and in fact in finding that an MVNO access agreement is a prerequisite for the provision of MVNO service.
- The Commission committed an error in fact when it failed to recognize that Quebecor commercialized its MVNO service and had been operating as an MVNO on Bell Mobility's network as early as 11 October 2023.
- The Commission committed a mixed error in law and in fact in not determining that Bell Mobility's delays created a situation of undue preference in Bell Mobility's favour.
- The Commission failed to consider a basic principle of the MVNO framework, which is that of expediting competitive expansion by regional wireless carriers.

11. For these reasons, Quebecor requested that the Commission exercise its authority under section 62 of the *Telecommunications Act* (the Act) to review and vary Telecom Decision 2024-197.

12. Quebecor also requested that the Commission exercise its authority under section 60 of the Act to order Bell Mobility to reimburse Freedom and Videotron for part of the charges they paid to use Bell Mobility's mobile network between 11 October 2023 and 12 September 2024. Quebecor clarified that it is seeking reimbursement for the difference between the amount it paid for roaming during that period, and the amount it would have paid if the FOA MVNO rate applied.

13. Bell Mobility filed a response to Quebecor's application. The Commission received no other interventions.

Review and vary criteria

14. The Commission's framework for assessing review and vary applications is set out in Telecom Information Bulletin 2011-214. This is a well-established framework that contributes to regulatory certainty and predictability by allowing the Commission to revisit a past decision and make corrections for any errors, oversights, or changes in circumstances.

15. Based on the record before it, the Commission assesses whether there is substantial doubt as to the correctness of the decision. If there is a substantial doubt, the Commission can consider varying a decision.

16. The Commission will typically assess whether an applicant has established substantial doubt resulting from:

- an error in law or in fact;
- a fundamental change in the circumstances or facts since the decision;
- a failure to consider a basic principle which had been raised in the original proceeding; or
- a new principle which has arisen as a result of the decision.

Issues

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

- Did the Commission commit a mixed error in law and in fact by finding that an MVNO access agreement between parties is a prerequisite for the provision of MVNO service?
- Did the Commission commit an error in fact by not considering that Quebecor was operating as an MVNO on Bell Mobility's network as of 11 October 2023?
- Did the Commission commit a mixed error in law and in fact by determining that Bell Mobility did not give itself an undue preference? Did the Commission commit an error by failing to consider the impact of Bell Mobility's alleged delay?
- Did the Commission fail to consider the objectives of the MVNO framework?
- Should the Commission vary its determinations in Telecom Decision 2024-197 and order Bell Mobility to reimburse Freedom and Videotron for the difference between the amount they paid for roaming and the amount they would pay if the FOA MVNO rate applied for the use of Bell Mobility's mobile network between 11 October 2023 and 12 September 2024?

Did the Commission commit a mixed error in law and in fact by finding that an MVNO access agreement between parties is a prerequisite for the provision of MVNO service?

Positions of parties

18. Quebecor submitted that the Commission committed a mixed error in law and in fact in determining that an MVNO access agreement is a prerequisite for the provision of MVNO service. Quebecor added that the Commission relied on Bell Mobility's tariff when it determined that an MVNO access agreement must be in place before service begins. However, in Quebecor's view, the Commission contradicted this determination by setting a commercial starting date without requiring a finalized agreement. Quebecor submitted that, when the Commission set a specific commercial starting date and permitted parties to refer any outstanding terms for resolution after this date, the Commission acknowledged that Bell Mobility could provide MVNO service without an MVNO access agreement in place. According to Quebecor, MVNO access

agreements are ancillary agreements that complement the tariffs and are not required for obtaining the service.

19. Bell Mobility replied that, in Telecom Decision 2024-197, the Commission reviewed Bell Mobility's tariff and concluded that a finalized MVNO access agreement is required before service is provided. Bell Mobility further explained that, because parties had reached an impasse in their negotiations, the Commission set a deadline to ensure that a finalized agreement would be in place as quickly as possible. According to Bell Mobility, this did not remove the requirement for an agreement. Bell Mobility submitted that in considering the commercial starting date to be the date the MVNO access agreement is signed, the Commission was consistent with Bell Mobility's tariff. Therefore, in Bell Mobility's view, the Commission did not commit a mixed error in law and in fact.

Commission's analysis

20. In Telecom Decision 2024-197, the Commission noted that item 101.1(a)(2) of Bell Mobility's MVNO tariff requires wholesale customers to enter into an MVNO access agreement before accessing Bell Mobility's network. This condition is consistent with the wording of the FOA decision, in which the Commission directed parties to enter into an agreement. Therefore, in the Commission's view, Bell Mobility's tariff establishes that a finalized agreement is a necessary step for initiating MVNO access.
21. The Commission finds that there is no contradiction in Telecom Decision 2024-197. The requirement for an MVNO access agreement to establish the commercial starting date is consistent with Bell Mobility's tariff and the MVNO access framework. The Commission's decision to set a target date to finalize the agreement was intended to ensure timely implementation of the MVNO access service. It did not displace the requirement for an MVNO access agreement, nor did it imply that MVNO service could be operational by that date without an agreement. Furthermore, any terms negotiated after 12 September 2024 would be incorporated into the finalized agreement through subsequent amendments, as stated in Telecom Decision 2024-197.
22. In light of the above, the Commission finds that it did not commit a mixed error in law and in fact by finding that an MVNO access agreement between parties is a prerequisite for the provision of MVNO service.

Did the Commission commit an error in fact by not considering that Quebecor was operating as an MVNO on Bell Mobility's network as of 11 October 2023?

Positions of parties

23. Quebecor submitted that the Commission had not taken into account the fact that it began operating as an MVNO on Bell Mobility's network on 11 October 2023. Quebecor explained that it started operating as an MVNO, without an executed MVNO access agreement, immediately

after the Commission published the FOA decision. Quebecor saw its rapid launch as a way to support the MVNO framework's aim of expediting competitive expansion by regional wireless carriers. Quebecor submitted that it overcompensated Bell Mobility because Bell Mobility applied the roaming rate instead of MVNO rate for Quebecor's use of its network.

24. Bell Mobility submitted that the Commission did not commit an error in fact by not considering that Quebecor was operating as an MVNO on Bell Mobility's network on 11 October 2023. Bell Mobility explained that MVNO access to its network requires a legal entitlement to access in the form of an MVNO access agreement. Bell Mobility agreed with the Commission's view that MVNO access requires a formal access agreement and a confirmed commercial starting date. According to Bell Mobility, since neither element had been established, the Commission correctly determined in Telecom Decision 2024-197 that the FOA MVNO access rate for Quebecor's use of Bell Mobility's network was not in effect as of 11 October 2023.
25. Quebecor replied that Bell Mobility could have provided MVNO access by 11 October 2023, because it had been given advance notice, technical and operational readiness had been confirmed, and the access rate had been set in the FOA decision, issued the day before. Quebecor was of the view that the service agreement was an ancillary matter that was not required for the provision of MVNO access and could not be used to delay service provisioning.

Commission's analysis

26. In Telecom Decision 2024-197, the Commission's analysis focused on whether the parties had agreed to a commercial starting date and, therefore, whether Bell Mobility's provision of MVNO service to Freedom and Videotron had begun, pursuant to section 101.3(a) of Bell Mobility's MVNO tariff. The Commission determined that exchanges between Bell Mobility and Quebecor did not clearly establish that the parties had agreed on a commercial starting date. The Commission also noted that Bell Mobility's MVNO tariff specifies that an MVNO access agreement is a prerequisite for setting a commercial starting date for MVNO access.
27. The record of this proceeding demonstrates that Quebecor understood itself to be offering retail MVNO services using Bell Mobility's network as of 11 October 2023. It was under this impression, at least in part, because it could access the network without Bell Mobility actively "turning on" its MVNO service, given that it had access to that network through Bell Mobility's roaming service. From a technical standpoint, the roaming service and the MVNO service are similar: they both provide a competitor or a service provider with access to a wireless network, including the radio access network, to serve retail customers. However, roaming access is intended to provide only incidental wireless access when retail customers are outside of their home network's coverage area, whereas MVNO access provides permanent access to the host network. Quebecor's decision to utilize its network access to offer MVNO retail service does not imply that Bell Mobility granted MVNO access as of that date.

28. In light of the above, the Commission finds that it did not commit an error in fact by not considering that Quebecor was operating as an MVNO on Bell Mobility's network as of 11 October 2023.

Did the Commission commit a mixed error in law and in fact by determining that Bell Mobility did not give itself an undue preference? Did the Commission commit an error by failing to consider the impact of Bell Mobility's alleged delay?

Positions of parties

29. Quebecor submitted that Bell Mobility has given itself an undue preference by acting in a manner that was unreasonably delayed. Quebecor added that, in Telecom Decision 2024-197, the Commission had found that Bell Mobility caused delays serious enough to require changes to the FOA process. Quebecor also emphasized that the Commission determined that clause 24 from Bell Mobility's draft MVNO access agreement⁴ should not be part of an MVNO access agreement because it could put additional burden on a prospective MVNO.
30. Quebecor submitted that the Commission committed a mixed error in law and in fact because it incorrectly applied the undue preference test. In Quebecor's opinion, when the Commission acknowledged that Bell Mobility's conduct created delays, it should have concluded that this behaviour created a situation of preference. Quebecor noted that Bell Mobility did not provide evidence that the preference was not undue, whereas Quebecor, in the application that led to Telecom Decision 2024-197, demonstrated that its subsidiaries, Freedom and Videotron, had incurred significant financial harm. For this reason, Quebecor concluded that the Commission erred in not finding that Bell Mobility had given itself an undue preference.
31. Bell Mobility responded that Quebecor had not demonstrated that the Commission made a mixed error in law and in fact on the issue. It submitted that the Commission reviewed the evidence and properly rejected Quebecor's allegation of undue preference. It emphasized the Commission's finding that an MVNO access agreement is a legal prerequisite for the MVNO access service and the application of the associated rates. Bell Mobility submitted that this requirement continues to apply even when there is a delay and does not constitute any sort of preference, including an undue preference.
32. Bell Mobility submitted that it did not cause unreasonable delays. Bell Mobility explained that it made genuine efforts to meet the Commission's expectations that Bell Mobility and Quebecor negotiate ancillary terms and conditions in good faith and in a timely manner. Bell Mobility noted that the Commission found in Telecom Decision 2024-197 that the clauses contained in the proposed MVNO access agreement were consistent with Bell Mobility's MVNO tariff.

⁴ Bell Mobility submitted the text of clause 24 in confidence in the proceeding that led to Telecom Decision 2024-197.

Commission's analysis

33. In Telecom Decision 2024-197, the Commission concluded that, while there were delays in signing an agreement, those delays did not rise to the level of undue preference. In particular, the Commission pointed to:

- the fact that the request for an agreement itself was not a delay tactic but rather was necessary pursuant to the tariff; and
- elements of the delay that were attributable to Quebecor itself, including a failure to enter into negotiations when presented with the proposed agreement.

34. The Commission's finding that one clause of the proposed MVNO access agreement was not appropriate does not affect this analysis of undue preference.

35. Moreover, in Telecom Decision 2024-197, the Commission informed all parties that delay tactics may contravene subsection 27(2) of the Act and may trigger compliance measures, such as AMPs. This statement was intended to signal that, while the Commission had not found that the delay resulted in undue preference in this situation, it will not hesitate to make such findings in other cases where anticompetitive behaviour is demonstrated.

36. In light of the above, the Commission finds that it did not commit a mixed error in law and in fact by determining that Bell Mobility did not give itself an undue preference, nor did it fail to take Bell Mobility's delay into consideration.

Did the Commission fail to consider the objectives of the MVNO framework?

Positions of parties

37. Quebecor submitted that the Commission's determinations in Telecom Decision 2024-197 depart from an objective of the MVNO framework, namely, to accelerate the expansion of regional competitors into new areas of Canada.

38. Quebecor further submitted that the fees it paid to Bell Mobility in excess of the negotiated MVNO rate could have been used to build infrastructure and would delay investment in its network. Quebecor also submitted that the delays incurred reduced its time to use Bell Mobility's network from seven to six years.

39. Bell Mobility submitted that Telecom Decision 2024-197 is consistent with the objectives of the MVNO access framework because it set a fixed date for reaching an agreement and clarified expectations for the FOA process to prevent similar delays. According to Bell Mobility, those steps expedited the negotiation process.

40. Bell Mobility further submitted that the Commission could not have disregarded Bell Mobility's MVNO tariff to give a financial advantage to Quebecor by allowing Quebecor to use Bell Mobility's MVNO rate despite the circumstances.

Commission's analysis

41. As set out in Telecom Regulatory Policy 2021-130, the purpose of the MVNO access framework is to expedite competitive expansion of regional wireless carriers by providing them with wholesale access to incumbents' networks while regional carriers expand and upgrade their own networks. The Commission considers that this must be implemented in accordance with the corresponding Commission-approved tariffed terms and conditions. Furthermore, the Commission intended to ensure that Bell Mobility provided MVNO access to Quebecor in a timely manner when it set the commercial starting date as 12 September 2024.

42. In light of the above, the Commission finds that it did not fail to consider the objectives of the MVNO framework.

Should the Commission vary its determinations in Telecom Decision 2024-197 and order Bell Mobility to reimburse Freedom and Videotron for the difference between the amount they paid for roaming and the amount they would pay if the FOA MVNO rate applied for the use of Bell Mobility's mobile network between 11 October 2023 and 12 September 2024?

Commission's analysis

43. Considering the Commission's determinations, above, that it did not commit any error in fact, in law, or in mixed fact and law, the Commission finds that there is no basis on which to vary Telecom Decision 2024-197 and alter the commercial starting date of the MVNO access agreement.

44. Therefore, the Commission denies the request to order Bell Mobility to reimburse Freedom and Videotron in the amount of the difference between the FOA rate and the roaming rate charged by Bell Mobility during the period between 11 October 2023 and 12 September 2024.

Conclusion

45. Based on the record of this proceeding, the Commission finds that there is no substantial doubt as to the correctness of Telecom Decision 2024-197.

46. In light of all of the above, the Commission finds that, in Telecom Decision 2024-197:

- it did not commit an error a mixed error in law and in fact by finding that an MVNO access agreement between parties is a prerequisite for the provision of MVNO service;
- it did not commit an error in fact by not considering that Quebecor was operating as an MVNO on Bell Mobility's network as of 11 October 2023;

- it did not commit a mixed error in law and in fact by determining that Bell Mobility did not give itself an undue preference, nor did it fail to take Bell Mobility's delay into consideration; and
- it did not fail to consider the objectives of the MVNO framework.

47. Accordingly, the Commission denies the request to vary Telecom Decision 2024-197 and the request for reimbursement.

Secretary General

Concurring opinion of Commissioner Bram Abramson

1. I concur with the full Commission's majority in denying Quebecor Media Inc.'s (Quebecor's) application. The review and vary framework set out in Telecom Information Bulletin 2011-2014 remains appropriate; applying it, Quebecor has not established substantial doubt as to the correctness of Telecom Decision 2024-197:
 - The regulatory framework in place when Quebecor sought and obtained mobile virtual network operator (MVNO) access was sufficiently clear, as adopted by the Commission at the time. The tariff contemplated that an implementation agreement would be entered into.
 - The record does not show that the requirement for an agreement, or Bell Mobility Inc.'s (Bell Mobility's) negotiation of it, functioned merely as a disguised delay. The proposed agreement related to MVNO launch implementation. Quebecor was not entitled to decline to negotiate that agreement while expecting immediate performance under the tariff.
2. I write separately, however, to highlight a policy concern exposed by this proceeding. It does not ground review and vary relief on this record. It does bear on the design and approval of future wholesale tariffs, including MVNO tariffs.

Tariff discipline vs. agreements to agree

3. Wholesale tariffs are not merely descriptive. They are the linchpins of a regulatory architecture designed to discipline the exercise of market power by specifying, in advance and in public form, the essential terms and conditions on which access must be provided.¹
4. Where access is mandated to foster competition, the tariff must do more than announce an entitlement in principle. It must enable that entitlement to be activated without requiring access seekers to submit to asymmetric bargaining as a condition of entry.
5. Telecom Decision 2024-197 underlined that “tariffs do not necessarily need to contain every term and condition between the parties” and that commercial terms not defining the scope of the mandated service may be left to negotiation.² Telecom Decision 2017-56, relating to roaming tariffs, made a similar point, identifying “[c]ommercial terms from negotiated agreements that do not define the scope of the mandated service” as “not appropriate for the tariff” while permitting the incorporation of “technical standards and complementary side-agreements [...] as long as

¹ Telecom Decision 79-12 defined the term “tariff” as referring “to the publication by the company of the terms and conditions relating to its offering of services and facilities” (page 21). Telecom Order 2024-82 likewise noted that “tariff pages are to include the essential terms and conditions of the tariffed services” (paragraph 3).

² Telecom Decision 2024-197, paragraph 40.

there is sufficient detail in the tariff for a customer to understand the service they are to receive and for the Commission to determine the appropriate cost elements”.³

6. Where does the scope of the mandated service end, and where do permissible side agreements begin? How are these to be reconciled? Where a tariff conditions mandated access on the prior conclusion of a bilateral agreement whose scope is not tightly circumscribed, the mandated obligations risks becoming a “tariff to agree”.
7. Private law has long treated agreements to agree with caution precisely because they defer essential terms to future negotiation, rendering performance contingent rather than assured.⁴ The concern is not contractual invalidity, but functional equivalence. A regulatory entitlement that cannot be operationalized without successfully concluding a private agreement on material elements, which can include operational matters, risks reproducing the same contingency. All the more so where that agreement’s scope is ill-cabined.
8. Bell Mobility’s MVNO tariff illustrates the point. It assumes the existence of an “MVNO Access Agreement” by assigning it operational roles, including in relation to the commercial starting date;⁵ but defines it only in general terms as “the agreement [...] with respect to the implementation of MVNO Access”.⁶ Taken together, the latter provisions establish, however inelegantly, a requirement for an agreement before the commercial starting date.
9. That reading is enough to dispose of a review and vary application; I agree with the majority that it reflects the tariff as approved. The policy implications of that drafting choice, however, are their own concern.

Incentives, time, and leverage

10. The concern does not turn on bad faith. It arises from structural misalignment. In transitional regulated access regimes like the MVNO framework, time is a competitive variable. Final offer arbitration can discipline pricing, but it does not eliminate bargaining. Where implementation depends on concluding an agreement, bargaining emerges even where a mechanism for settling

³ Telecom Decision 2017-56, paragraph 12.

⁴ Particularly in the common law tradition, and excluding implied terms and terms for which objective mechanisms to determine the matter have been provided. See *Murphy v. McSorley*, [1929] S.C.R. 542.

⁵ Bell Mobility Inc., Access Services Tariff, Item 101, paragraphs 101(3)(a) (Commercial Starting Date), 101(16)(c) (Data Privacy), and 101(24)(a) (style of inter-party communications).

⁶ Bell Mobility Inc., Access Services Tariff, Item 101, paragraphs 101(1)(a)(25) and 101(1)(a)(2).

price is in place, instead shifting to matters of timing, sequencing, and operational implementation.

11. Time has value; in the presence of uneven bargaining, delay is not borne symmetrically. A tariffed carrier with bargaining power has reason to proceed deliberately. An access seeker has reason to advance urgently. Even where both act sincerely and in good faith, control over timing becomes leverage.
12. The MVNO framework recognizes aspects of this dynamic. It establishes expected sequencing and pace, cautions against delay, and retains *ex post* tools that Telecom Decision 2024-197 pledged a willingness to use:

The Commission notes, however, that parties should be aware that delay tactics may contravene subsection 27(2) of the Act and may trigger compliance measures such as AMPs. With respect to QMI's request that the phase-out period for Freedom Mobile's and Videotron's MVNO access to Bell Mobility's network be extended, the Commission notes that in Telecom Regulatory Policy 2021-130, it stated that it may add time to a phase-out period if delays are due to prolonged regulatory processes or implementation of a service. The Commission is of the view that it would be premature to extend the phase-out period based on one case. Furthermore, in the present circumstances, both parties may have had an effect on timelines to date.

Therefore, the Commission denies QMI's request to extend the phase-out period at this time. However, the Commission may consider doing so in other circumstances.⁷

13. These tools matter, but do not resolve the antecedent design issue. How much of a mandated access obligation should be settled beforehand in the tariff, and how much deferred to bilateral negotiation between parties whose asymmetry is the reason the tariff exists?

Towards better Implementation design

14. Where a tariffed obligation is contingent on a private agreement, the risk is compliant delay, and the issue one of misaligned incentives, not bad faith.
15. The Commission has tools to address this. It can specify mandatory provisions, limit the scope of permissible negotiation, impose binding timelines, and provide for defaults that execute when unsuccessful negotiations exhaust those timelines. Each reduces the extent to which implementation depends on bilateral leverage.

⁷ Telecom Decision 2024-197, paragraphs 55-56 (emphasis added). That decision abbreviated Quebecor Media Inc. as "QMI".

16. However, that tension is one of framework design, not adjudicative error. On this record, Quebecor has not established substantial doubt as to the correctness of Telecom Decision 2024-197. But where mandated access is made contingent on a loosely-bounded implementation agreement, the Commission should be alert to the risk that a tariff intended to discipline market power through sequencing, steps, and final offer arbitration to resolve pricing instead reintroduces it through time.

Related documents

- *Quebecor Media Inc. – Establishment of wholesale mobile virtual network operator service with Bell Mobility*, Telecom Decision CRTC 2024-197, 29 August 2024
- *Northwestel Inc. – Interim approval of a tariff application*, Telecom Order CRTC 2024-82, 23 April 2024
- *Final offer arbitration between Bell Mobility Inc. and Quebecor Media Inc. regarding wholesale mobile virtual network operator access rate*, Telecom Decision CRTC 2023-335, 10 October 2023
- *Wholesale mobile virtual network operator (MVNO) access tariffs – Amended terms and conditions*, Telecom Order CRTC 2023-133, 9 May 2023
- *Review of mobile wireless services*, Telecom Regulatory Policy CRTC 2021-130, 15 April 2021
- *Wholesale mobile wireless roaming service tariffs – Final terms and conditions*, Telecom Decision CRTC 2017-56, 1 March 2017
- *Revised guidelines for review and vary applications*, Telecom Information Bulletin CRTC 2011-214, 25 March 2011
- *Colins Inc. et al. v. Bell Canada*, Telecom Decision CRTC 79-12