



## Quick Tips: Wireless Services Agreements©

### ✚ WHAT LAWS APPLY TO WIRELESS SERVICES AGREEMENTS?

- ✚ Ontario's *Wireless Services Agreement Act* (WSAA) covers all service agreements for mobile devices like cell phones and tablets made after April 1, 2014, if the consumer is in Ontario.
- ✚ The WSAA incorporates the notice and cancellation procedures, rights, and obligations of Ontario's *Consumer Protection Act, 2002* (CPA).
- ✚ Also, the Canadian Radio-Television and Telecommunications Commission (CRTC) has a Wireless Code (WC) that provides additional consumer protections.
- ✚ The Commissioner for Complaints for Telecommunications Services (CCTS), a nonprofit body that most large wireless service providers belong to, takes consumer complaints and tries to help get them resolved with the service provider.



### ✚ WHAT MUST BE INCLUDED IN A WIRELESS SERVICE AGREEMENT:

- ✚ The name of the consumer;
- ✚ The name, address, and telephone number of the provider;
- ✚ The date the agreement is made and the expiry date; a list of all included and optional services and how much each will cost;
- ✚ A description of any device being supplied at no cost or at a discount (such as a smartphone), and what the consumer must pay if they cancel before the expiry date; and
- ✚ The total amount of the minimum monthly bill, and how early cancellation charges are calculated.

### ✚ WHAT CANCELLATION RIGHTS DO YOU HAVE?

- ✚ You may cancel at any time within one year of the date of the agreement if it does not include all of the disclosures and information required under the law. In this case, the provider may demand return of any devices that were supplied for no cost or at a discount, but may not charge any cancellation fees.
- ✚ If the agreement complies with the law, you may cancel at any time.
  - If the agreement has no fixed term and you didn't receive a free or discounted device, you may not be charged a cancellation fee.
  - If the agreement had a fixed term and you didn't receive a free or discounted device, no more than a \$50 cancellation fee may be charged.
  - In both cases, if you a received free or discounted device, the cancellation fee may take into account the value of the device;
  - You must pay for all services received prior to the date you cancel.

### ✚ WHAT ABOUT ROAMING AND DATA CHARGES?

- ✚ If you are roaming in another country, the provider must give you notice at no charge, and include information about voice, text, and data roaming fees.
- ✚ The provider must suspend roaming service once charges reach \$100 within a single, monthly billing period, unless you agree to pay additional charges;

- ✦ The provider must suspend data coverage services once they reach \$50 within a single, monthly billing period, unless you agree to pay additional charges; and
- ✦ you may not be charged for any device or service that you did not specifically purchase.

#### ✦ **REMEDIES: CONTACT THE MINISTRY OF CONSUMER SERVICES ABOUT:**

- ✦ Your rights under the WSSA;
- ✦ Changes made to your agreement without notice or your consent'
- ✦ If you didn't get a copy of the agreement; or
- ✦ If you are owed a refund and haven't been paid.

#### ✦ **OTHER REMEDIES: CONTACT THE CCTS WITH QUESTIONS OR PROBLEMS ABOUT:**

- ✦ Cancelling your agreement within the trial period;
- ✦ date or roaming charges in excess of those permitted under the Wireless Code;
- ✦ a roaming notification;
- ✦ unlocking your phone;
- ✦ when service may be discontinued for not paying your bill;
- ✦ prepaid phone cards; or
- ✦ not getting a copy of your agreement, a clear summary of the agreement, or choosing between a paper or electronic copy of the agreement.

#### ✦ **OTHER REMEDIES: SMALL CLAIMS COURT**

- ✦ If all other dispute resolution alternatives have failed, you may sue the service provider in court.
- ✦ Small Claims Court (SCC) is designed to be accessible to consumers: claimants are not required to hire a lawyer, filing fees are relatively low, and the Ministry of the Attorney General has extensive resource guides on its website at: <http://www.attorneygeneral.jus.gov.on.ca/english/courts/scc/default.asp>.
- ✦ If you pursue an SCC action, you should continue making payments to the service provider, and request that the SCC order reimbursement at the end of the action.
- ✦ Alternatively, you may arrange to pay the amounts to the SCC while the lawsuit is pending, and the court will pay the provider what is owed at the end of the lawsuit and return the rest to you.
- ✦ For more information on this and other consumer protection issues, view the Community Law School webinars online at [www.yourlegalrights.on.ca/training-topic/consumer-law](http://www.yourlegalrights.on.ca/training-topic/consumer-law).

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