



Community Advocacy & Legal Centre

WIRELESS SERVICES CONTRACTS TIP SHEET

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Updated February 2016

The Wireless Services Agreements Act (WSSA) and the Wireless Code (Code) cover wireless contracts for personal, family or household use. The WSSA applies to contracts made, renewed, or extended in Ontario after April 1, 2014.

Under the WSSA, all contracts for wireless services must be clear and easy to understand. The wireless provider must also give the customer a copy of their contract.

The contract must include:

- Your name and the wireless provider's name/contact information
- The date the contract begins, how long the contract lasts and when it expires
- The regular or minimum monthly service costs
- A list of all the services provided and the maximum usage you have for each
- A description of any limits/restrictions you have on your plan
- How your provider will calculate extra fees if you go above your usage limits/restrictions
- A description of any fees that you may have to pay and how those fees are calculated
- A description of any free or discounted items that you get under the contract

Contract Cancellations

Invalid Contracts:

- If a wireless service provider doesn't follow the rules specifying what needs to be included in the contract, you can cancel your contract within 1 year and get a full refund. However, you will have to give back any free or discounted items you received under the contract if the provider asks for them.

Valid Contracts:

- Wireless contracts can be cancelled at no cost within a 15 day-trial period if the customer:
 - Returns the cellphone in near-new condition with its packaging
 - Hasn't gone over specific usage limits
- Customers can cancel a wireless contract after 15 days of signing the contract by giving notice to their provider.
- If the agreement was **not for a fixed term** and the customer did not receive a free or discounted device, they cannot be charged a cancellation fee.
- If the agreement **was for a fixed term** and the customer did not receive a free or discounted device, the cancellation fee cannot be more than \$50, or 10% of the price for services for the time left under the agreement (based on a 2-year term), whichever is less.
- If the customer received a device for free or at a discount, they may be charged a cancellation fee that takes the value of the device into consideration. The WSSA specifies the formula that the provider must use to determine the allowable cancellation fee.
- The customer must also pay for the services that they received before they cancelled the agreement.
- Once the customer has had the contract for more than 2 years, they can't be charged a cancellation fee.
- When a customer cancels a contract, the cancellation takes effect on either the date on which they cancel or the date they specify in their cancellation notice, whichever comes later.

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- If a customer has a fixed-term contract, the cancellation can't take effect after the contract's expiry date.

Renewals and Changes to your Contract

- If you have a **fixed-term contract**, you must explicitly agree to have it changed, extended or amended.
 - Your wireless provider must then send you an paper or electronic copy of the updated contract within 45 days
- Fixed term contracts can be structured to automatically switch to month-to-month service once the term is over. You will agree to this condition in the original contract.
 - If you change your mind and do not want the contract to be extended, you need to give notice to your service provider that you want the service to end at the end of the term.
- If you have a **no-term** or **month-to-month** contract, you must be provided with clear, written notice 30 to 90 days before the proposed change can be made
- The notice must:
 - Tell you how the change will affect your contract
 - Specify the date that the change will come into effect
 - Tell you that the change will go forward if you don't respond to reject the change
 - Give you details on how you can cancel your contract
 - Include a copy of what your full contract will look like once it is changed
- If your provider does not follow these rules, any change to your contract is invalid.
- A provider must give you a refund of any payments that you made as a result of an invalid change.
- If a wireless provider refuses to give you this refund right away, you can [file a complaint with the Ministry of Government and Consumer Services](#)
- You can also consider taking the wireless provider to Small Claims Court. Under the WSAA, you can sue for 3 times the amount of money that the provider owes you.

If your phone is being repaired:

- You cannot be billed for wireless services you can't use if you received the device as part of your contract and it's still under warranty
- If your provider lends you a phone:
 - You cannot be charged for the borrowed phone
 - You can still be charged for your regular service

If your phone is stolen:

- Let your wireless provider know right away if your cellphone is lost or stolen.
- Once you have reported the loss to your provider:
 - you can't be charged for any calls that another person makes with your phone if those calls add extra charges to your bill
 - you can still be charged for your regular service

You can contact the Federal Commissioner for Complaints for Telecommunications Services (CCTS) if you have a question or complaint at 1-888-221-1687, or by emailing response@ccts-cpst.ca.

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