STORAGE NAME: h1135.rpp
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HOUSE OF REPRESENTATIVES
AS REVISED BY THE
COMMITTEE ON REAL PROPERTY AND PROBATE
ANALYSIS

BILL #: HB 1135

RELATING TO: Multi-tenant Telecommunications Services

SPONSOR(S): Representative Goodlette

COMPANION BILL(S): SB 1010(c)

ORIGINATING COMMITTEE(S)/COMMITTEE(S) OF REFERENCE:
(1) UTILITIES AND COMMUNICATIONS YEAS 11 NAYS 0
(2) COMMITTEE ON REAL PROPERTY AND PROBATE
(3) GOVERNMENTAL RULES & REGULATIONS

I. SUMMARY:

The Committee on Utilities and Communications provides the following summary:

The bill establishes a Legislative finding that an important public purpose is achieved by providing access to multi-tenant environments, public and private, residential and nonresidential, for telecommunications companies seeking to promote competition and choice in delivering telecommunications services.

The bill gives the Public Service Commission ("PSC") exclusive jurisdiction to resolve disputes between telecommunications companies, tenants, and landlords concerning the provision of telecommunications services in multi-tenant environments. The bill establishes prerequisites for bringing an action for access and standards to govern such proceedings. The PSC is given rulemaking authority to implement the bill.

The bill defines "exclusionary contract," "marketing agreement," and "multi-tenant environment." Multi-tenant environment *excludes* the following:

- *Condominiums and cooperatives* in which the owners have delegated responsibility to specified groups to secure one provider of telecommunications services for all end users;
- *Homeowners associations;*
- *Short term tenancies served by call aggregators*;
- *Tenancies that are less than 12 months in duration.*

The bill establishes standards to govern telecommunications carrier access to tenants in multi-tenant environments including: access; charges; easements; safety, security, and aesthetics of the property; use of building conduit; prohibition of fees for the privilege of providing telecommunications service; obligations of the carrier of last resort; prohibition of exclusionary contracts; and, disclosure of marketing agreements.

A landlord is prohibited from requiring a local exchange telecommunications company to compensate the landlord under this section if such a company provides service to tenants as the carrier of last resort and another telecommunications company is not providing telecommunications services to tenants in that building.

Because definitions are added to Section 364.02, Florida Statutes, and subsections are renumbered accordingly, numerous statutory cross references are amended to reflect the renumbering.

The fiscal impact is indeterminate; however, a preliminary estimate by the PSC indicates that four FTEs will be required to implement the bill. The bill provides an effective date of October 1, 1999.

There are numerous concerns regarding the amendment traveling with the bill which are discussed by the Committee on Real Property and Probate in the "Comments" section of this analysis (page 9).

II. SUBSTANTIVE ANALYSIS:

A. PRESENT SITUATION:

The Committee on Utilities and Communications provides the following information:

The 1995 Florida Telecommunications Act, Chapter 95-403, Laws of Florida, and the 1996 Federal Telecommunications Act, Pub. L. No. 104-104, 110 Stat. 56, opened local telecommunications markets to competition.

Local exchange telecommunications companies ("LECs") are companies that were certificated by the Public Service Commission to provide local exchange telecommunications services in Florida on, or before, June 30, 1995. s. 364.02(6), F.S.

Alternative local exchange companies ("ALECs") are companies that were certificated by the Public Service Commission to provide local exchange telecommunications services in Florida after July 1, 1995. s. 364.02(1), F.S.

Alternative local exchange companies have argued that multi-tenant environments where a landlord controls access to the tenants/customers in a building are a "bottle-neck monopoly" and represent an obstacle to bringing the advantages of a competitive telecommunications market to those customers.

Building owners are concerned about possible government-authorized intrusion onto their property by ALECs.

The multi-tenant market is attractive because the high density of users means that the cost of providing service is low. Commercial multi-tenant buildings are especially attractive because commercial tenants typically are high volume users of telecommunications services. The multi-tenant issue is complicated because--as a remnant the monopoly local telecommunications market--the LECs typically do not pay for building access. This circumstance makes it difficult for ALECs to compete with LECs and win customers in existing multi-tenant environments.

During the 1998 Regular Legislative Session, the legislature enacted ch. 98-277, Laws of Florida, which charged the Florida Public Service Commission ("PSC") with studying issues associated with the access to tenants issue. The PSC produced a two volume report on the subject totaling approximately 500 pages, and made a presentation on the subject to the Committee on Utilities and Communications. By separate letter, the PSC also provided what amounts to "model" legislation on the subject. HB 1135 is patterned after the PSC's language.

B. EFFECT OF PROPOSED CHANGES:

The Committee on Utilities and Communications provides the following information:

The bill establishes a Legislative finding that an important public purpose is achieved by providing access to multi-tenant environments, public and private, residential and nonresidential, for telecommunications companies seeking to promote competition and choice in delivering telecommunications services.

Section 364.01(4)(j), F.S. is created to provide that the PSC has exclusive jurisdiction to resolve disputes between telecommunications companies, tenants, and landlords concerning the provision of telecommunications services in multi-tenant environments.

Section 364.02(6), F. S. is created to define "exclusionary contract" to mean an agreement between a landlord and a telecommunications company in which the telecommunications company is given exclusive access to the landlord's property for the purpose of providing telecommunications service.

Section 364.02(8), F.S. is created to define "marketing agreement" to mean any agreement between a landlord or property manager and a telecommunications company in which the telecommunications company provides some form of remuneration to the landlord or property manager for each tenant subscribing to the service of the telecommunications company.

Section 364.02(10), F.S. is created to define "multi-tenant environment" to include any type of structure, ownership interest, and tenancy with multiple owners or tenants *with the following exceptions:*

Condominiums as defined in ch. 718, F.S.*, or cooperatives* as defined in ch. 719, F.S., in which the owners have delegated responsibility to specified groups to secure one provider of telecommunications services for all end users;

Homeowners associations as defined in ch. 617, F.S.*;*

Short term tenancies served by call aggregators as defined by PSC rule. (Typically, call aggregators serve customers in motels, hotels and other short term settings. The term aggregator refers to the practice of aggregating the calls of the various customers and buying volume discounted services from facilities-based providers to serve the customers.);

Tenancies that are less than 12 months in duration---tenant includes any person, corporation, or entity possessing an ownership interest in a condominium or cooperative which is not excluded from the definition of a multi-tenant environment. (Because many leases are written for one year, making the exemption for less than 12 months means that tenants subject to such leases will be included in the requirements of the bill.).

Section 364.341(1), F.S. is created to provide the following standards governing telecommunications carrier access to tenants in multi-tenant environments:

- Access is to be granted on a reasonable, nondiscriminatory and technologically neutral basis.
- Tenants, landlords, and Telecommunications providers are to "make are to make every reasonable effort to negotiate terms and conditions for access."
- A landlord may charge a telecommunications company or tenant the reasonable and nondiscriminatory costs of installation, removal, or telecommunications equipment or facilities, or other costs of providing service to the tenant.
- The tenant is responsible for obtaining all necessary easements across another tenant's premises.
- A landlord may impose conditions reasonably necessary for the safety, security, and aesthetics of the property.
- A landlord may not deny access to space or conduit previously dedicated to public service if that space or conduit is sufficient to accommodate the facilities needed for access. Such access may be denied by the landlord where space is not sufficient or where the installation would unreasonably interfere with the aesthetics of the building.
- A landlord is prohibited from charging a fee for the privilege of providing telecommunications service to a tenant in a multi-tenant environment.
- The obligations of the carrier of last resort pursuant to s. 364.025, F.S. are not abrogated.

Section 364.341(2), F.S. is created to provide that exclusionary contracts between landlords and telecommunications providers for the provision of telecommunications services in multi-tenant environments are prohibited.

Section 364.341(3), F.S. is created to provide that landlords must disclose to potential tenants the existence of any marketing agreements between telecommunications providers and the landlord.

Section 364.341(4), F.S. is created to provide that the PSC is given exclusive jurisdiction for purposes of resolving disputes arising between telecommunications companies, tenants, and landlords concerning access to tenants for the provision of telecommunications services in multi-tenant environments.

- The following must occur before an action for access may be brought:

  --A telecommunications company and tenant must convey the request for service to the landlord.

--If the landlord is unresponsive a written request is to be submitted to the landlord.

--If the landlord fails to timely respond, if access is denied, or if reasonable and nondiscriminatory terms for access can not be reached, the telecommunications company and the tenant may file a petition with the PSC for review.

- In reviewing disputes related to access, the PSC is to apply standards established in s. 364.341(1).

Section 364.341(5), F.S. is created to authorize the PSC to adopt rules to implement the bill.

Section 364.341(6), F.S. is created to provide that a landlord is prohibited from requiring a local exchange telecommunications company to compensate the landlord under this section, if the company provides service to tenants as the carrier of last resort and another telecommunications company is not providing telecommunications services to tenants.

Because definitions are added to s. 364.02, F.S. and subsections are renumbered accordingly, numerous statutory cross references are amended to reflect the renumbering.

The bill is to take effect on October 1, 1999.

C. APPLICATION OF PRINCIPLES:

1. Less Government:

a. Does the bill create, increase or reduce, either directly or indirectly:

(1) any authority to make rules or adjudicate disputes?

The PSC is given rulemaking authority to implement the provisions of the new section.

(2) any new responsibilities, obligations or work for other governmental or private organizations or individuals?

The PSC is charged with resolving disputes between telecommunications companies and private property owners.

(3) any entitlement to a government service or benefit?

N/A

b. If an agency or program is eliminated or reduced:

(1) what responsibilities, costs and powers are passed on to another program, agency, level of government, or private entity?

N/A

(2) what is the cost of such responsibility at the new level/agency?

N/A

(3) how is the new agency accountable to the people governed?

N/A

2. Lower Taxes:

   a. Does the bill increase anyone's taxes?

      No.

   b. Does the bill require or authorize an increase in any fees?

      No.

   c. Does the bill reduce total taxes, both rates and revenues?

      No.

   d. Does the bill reduce total fees, both rates and revenues?

      No.

   e. Does the bill authorize any fee or tax increase by any local government?

      No.

3. Personal Responsibility:

   a. Does the bill reduce or eliminate an entitlement to government services or subsidy?

      No.

   b. Do the beneficiaries of the legislation directly pay any portion of the cost of implementation and operation?

      No.

4. Individual Freedom:

   a. Does the bill increase the allowable options of individuals or private organizations/associations to conduct their own affairs?

      No. The bill regulates the affairs of private property owners.

   b. Does the bill prohibit, or create new government interference with, any presently lawful activity?

      Yes. The bill prohibits property owners from denying telecommunications providers access to their property according to specified criteria.

5. Family Empowerment:

   a. If the bill purports to provide services to families or children:

      (1) Who evaluates the family's needs?

          N/A

      (2) Who makes the decisions?

          N/A

(3) Are private alternatives permitted?

N/A

(4) Are families required to participate in a program?

N/A

(5) Are families penalized for not participating in a program?

N/A

b. Does the bill directly affect the legal rights and obligations between family members?

No.

c. If the bill creates or changes a program providing services to families or children, in which of the following does the bill vest control of the program, either through direct participation or appointment authority:

(1) parents and guardians?

N/A

(2) service providers?

N/A

(3) government employees/agencies?

N/A

D. STATUTE(S) AFFECTED:

Sections 364.01, 364.02, 364.341, 196.012, 199.183, 212.08, 290.007, 350.0605, 364.602, 489.103, Florida Statutes.

E. SECTION-BY-SECTION ANALYSIS:

N/A

III. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT:

A. FISCAL IMPACT ON STATE AGENCIES/STATE FUNDS:

1. Non-recurring Effects:

Indeterminate

2. Recurring Effects:

Indeterminate

3. Long Run Effects Other Than Normal Growth:

Indeterminate

4. Total Revenues and Expenditures:

   Indeterminate

B. FISCAL IMPACT ON LOCAL GOVERNMENTS AS A WHOLE:

1. Non-recurring Effects:

   None.

2. Recurring Effects:

   None.

3. Long Run Effects Other Than Normal Growth:

   None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

1. Direct Private Sector Costs:

   Indeterminate

2. Direct Private Sector Benefits:

   Indeterminate

3. Effects on Competition, Private Enterprise and Employment Markets:

   Indeterminate

D. FISCAL COMMENTS:

In a preliminary estimate, the PSC indicates that implementation of the bill will require four additional FTEs.

IV. CONSEQUENCES OF ARTICLE VII, SECTION 18 OF THE FLORIDA CONSTITUTION:

A. APPLICABILITY OF THE MANDATES PROVISION:

This bill does not require counties or municipalities to spend funds or to take action requiring the expenditure of funds.

B. REDUCTION OF REVENUE RAISING AUTHORITY:

This bill does not reduce the authority that municipalities or counties have to raise revenues in the aggregate.

C. REDUCTION OF STATE TAX SHARED WITH COUNTIES AND MUNICIPALITIES:

This bill does not reduce the percentage of a state tax shared with counties or municipalities.

V. COMMENTS:

The Committee on Utilities and Communications provides the following information:

The Building Owners and Managers Association International ("BOMA") and other organizations representing real estate interests oppose this legislation. BOMA questions whether the PSC study of the

access to tenants issue was fair to property owners and notes that no substantiated problem with access to tenants was identified by the PSC.

The ALECs and BOMA disagree sharply about the constitutionality of the bill. In very general terms, the discussion has been framed as follows:

BOMA has raised constitutional arguments against mandatory access, and statutory compensation schemes. Relying on *Loretto v. Teleprompter Manhattan CATV Corp*., 458 U.S. 419 (1982) and subsequent cases addressing property issues, it is BOMA's position that mandatory access constitutes a *taking* and that such a taking is permissible only when there is a true *public purpose* and affected property owners receive *just compensation*.

With respect to *public purpose*, BOMA relies on *National R.R. Passenger Corp. V. Boston & Maine Corp*., 503 U.S. 407,422 (1992), and asserts that "any taking designed to allow one group of private parties [ALECs] to obtain the use of property belonging to another group of private parties at rates lower than those normally negotiated in the free market is not for a 'public purpose.'" Pointing to the large number of certificated telecommunications companies in Florida, BOMA asserts that the actions of building owners are not impeding the growth of competition and thus, forced access is not rationally related to the public purpose of promoting competition.

With respect to *just compensation*, BOMA relies on *Monongahela Navigation Co. v U.S.,* 148 U.S. 312 (1893) which addresses how just compensation is to be determined. The Building Owners and Managers Association concludes that "[a]ny effort to establish guidelines or standards for determining compensation by statute or regulation is . . . constitutionally suspect, because the property owner is entitled to the 'true value' of the property, and preexisting standards may ignore factors needed to determine the true value."

The Building Owners and Managers Association contends that the decision in *Gulf Power v. United States of America,* 998 F. Supp. 1386 (N.D. Fla. 1998), relied on by the ALECs, is still under appeal and is a flawed decision.

The ALECs assert that when the *Loretto* case, relied on by BOMA, was remanded, the New York Court of Appeals determined that the constitutional defect in the statute could be removed by authorizing the State Commission on Cable Television to establish reasonable compensation subject to judicial review. *See Loretto v. Teleprompter Manhattan CATV*, 459 N.Y.S.2d 743 (Ct. App. 1983). The ALECs observe that this approach was mirrored in *Gulf Power* wherein the United States District Court for Northern Florida addressed a nondiscriminatory access provision of the federal Pole Attachment Act, and found that an initial determination of just compensation is not required to be made by the judiciary as opposed to an administrative agency (in that case, the Federal Communications Commission). Thus, the ALECs conclude that "a mandatory access standard which provides an administrative tribunal for determination of compensation issues, subject to judicial review, is constitutionally sound.

With respect to *public purpose,* BOMA sometimes has relied on *City of Lansing v. Edward Rose Realty*, 502 NW2d 638 (Mich. 1993) for the proposition that the provision of choice in cable television is not a "public good" within the meaning of the 5th Amendment. However, the ALECs observe that, in *City of Lansing,* the Michigan Supreme Court determined that "public purpose" can be supplied by the Legislature. The ALECs contend that such a public purpose is already contained in ch.364, F.S. which contains a finding and legislative intent that the competitive provision of telecommunications including local service, is in the public interest. *See* s. 364.02(3), F.S. The ALECs note that HB 1135 expands on that concept by specifically encompassing access to customers in multi-tenant environments.

The ALECs also note that access legislation in Texas has not been challenged in court by property owners based on constitutional arguments.

The following analysis of the amendment traveling with the bill is provided by the Committee on Real Property and Probate:

Section 364.01, F.S., relates primarily to the powers and duties of the Public Service Commission ("PSC") and provides legislative intent for the regulatory oversight by the PSC of the

telecommunications industry. The amendatory language states that "[t]he legislature finds that an important public purpose is achieved by providing access to *customers* in multitenant environments, public and private, *non-residential* and residential, for telecommunications companies seeking to promote competition and choice in delivering telecommunications services." This "public purpose" language relates exclusively to "multitenant environments," a statutory concept created by this bill, and, as such, does not relate to language setting forth the intent of existing law. Accordingly, the amendatory language would be more appropriately placed in the new section addressing "multitenant environments." Furthermore, "customers" is defined by s. 364.602(3), F.S. (1998 Supp.), and means any "*residential* subscriber" to services provided by a telecommunications company; yet, the "public purpose" language applies the term "customers" to both residential and *nonresidential* environments.

The amendment places new definitions of "exclusionary contract" and "multitenant environment" in the general definition section of chapter 364, F.S.; however, the terms are inapplicable to any other portion of chapter 364, F.S.

The amendment articulates the relationship between "telecommunications companies," "landlords," and "tenants" and establishes specific standards to which the parties must adhere. The phrase "telecommunications company" is defined in s. 364.02(12), F.S. (1998 Supp.); however, the terms "landlord" and "tenant" are not defined in chapter 364, F.S., nor does the amendment provide definitions. Furthermore, it is unclear from the context of the amendment who is subsumed within the reference to "landlord" or "tenant" and, thus, who is subject to the provisions of this bill. If a word is not defined for purposes of a particular statute, a court will consider definitions of the same word contained in other statutes, definitions established by case law, and the plain and ordinary meaning of the word. A "tenant" is statutorily defined as "any paying guest, lessee, or sublessee of any premises for rent, whether a dwelling unit or not," and as "any person entitled to occupy a dwelling unit under a rental agreement." ss. 715.102(5); 83.43(4), F.S. The word "landlord" is statutorily defined as "any operator, keeper, lessor, or sublessor of furnished or unfurnished premises for rent, or her or his agent or successor-in-interest" and as "the owner or lessor of a dwelling unit." ss. 715.102(1); 83.43(3), F.S. It is unclear, however, whether these definitions logically apply for purposes of the "multitenant environment" provisions created by this bill.

The definition of "multitenant environment" states that a "[m]ultitenant environment ***includes*** any type of structure, ownership interest, ***and*** tenancy ***with*** multiple owners or tenants except...." Accordingly, a "multitenant environment" may also include something other than what is "included" in the definition.

Furthermore, the definition of "multitenant environment" is vague and subject to multiple interpretations. First, use of the coordinating conjunction "and" suggests that the listed elements must all occur; thus, a multitenant environment must have a structure *and* an ownership interest (whether in a single structure or in the entire environment is unclear) *and* a tenancy *with* multiple tenants or owners (whether that means multiple owners of the businesses in the structure or multiple owners of the structure is unclear). Second, other provisions in the amendment refer to "*tenants"* in multitenant environments, but never to "owners," even though the definition contemplates that a multitenant environment includes a structure with multiple owners. Third, it is unclear whether the definition applies to each unit in a structure if each unit is owned and operated by separate owners, or whether the definition applies to each unit in a structure if some of the units are owned and operated by separate owners while some are leased by one owner to multiple tenants.

The definition of "multitenant environment" establishes an exception for condominiums and cooperatives, as those terms are otherwise defined by statute. The definition also excepts "[homeowners' associations, as defined in chapter 617." A homeowners' association is a legal entity that governs homes in the association, and is not unlike a condominium association. Accordingly, associations are not a type of multitenant environment, as the amendatory language otherwise acknowledges by referencing "condominiums" and "cooperatives," rather than their commensurate associations. Thus, it is not a "homeowners' association" that should be excepted, it is the community governed by a homeowners' association that should be excepted from the definition of "multitenant environment."

Paragraph (d) excepts from the definition of "multitenant environment" any "short-term tenancies served by call aggregators as defined by commission rule." However, the phrase "call aggregators," as defined by rule of the Public Service Commission[1], does not differentiate tenancies on the basis of duration, but simply defines the term and provides a list of entities subject to the definition; e.g., schools, nursing homes, and continuing care facilities. Therefore, the exception should exclude all environments served by "call aggregators" as defined by rule, regardless of the duration of the tenancy, or the amendment should define "short-term tenancy" for purposes of this exception.

Paragraph (e) excepts from the definition of "multitenant environment" non-residential leases that are 13 months or less in duration if the tenant has occupied the premises for less than 13 months. This exception is vague and may not be properly placed within the definition of "multitenant environment." For example, assume there is a structure with ten leased units where one lease is for thirteen months or less and the tenant has occupied the unit for less than thirteen months. It is unclear whether the exception applies only to that one unit or whether it applies to the entire structure and all ten units. In addition, the exception is inconsistent with the remainder of the definition to the extent that it applies to a particular lease situation, rather than an environment.

Paragraph (f) excepts from the definition of "multitenant environment" any residential lease with a term of 13 months or less. This exception is also unclear and may not be properly placed within the definition of "multitenant environment. Once again, assume one lease out of ten is for thirteen months or less. It is uncertain whether the exception applies to just that unit or to all ten units in the structure. In addition, the exception is inconsistent with the remainder of the definition to the extent that it applies to a particular lease situation, rather than an environment.
The amendatory language establishing the standards for access to tenants in a multitenant environment is somewhat duplicative. The standards provide that a landlord "may *impose* upon a telecommunications company or tenant reasonable terms and conditions ... necessary to provide telecommunications service to tenants"; yet, the previous sentence envisions no such "imposition" but requires that landlords and telecommunications companies "shall make every reasonable effort to negotiate terms and conditions for access." The standards also provide that a landlord "may ... *charge reasonable compensation* to the telecommunications carrier, *including* reasonable compensation for design, installation, operation, maintenance and[2] removal of telecommunications network equipment and facilities." Compensation means payment. One does not "charge" compensation or payment; however, the affected parties could not agree on a more appropriate term (e.g., fee, costs, amount, expenses, assess reasonable charges). Furthermore, it is unclear what else "reasonable compensation" includes other than that which is already listed; especially given that the amendment also provides that "a landlord shall not charge a *fee* to the telecommunications company solely for the privilege of providing telecommunications service."

The amendment appears to create a civil cause of action against a landlord for violation of the amendment's provisions, provides telecommunications companies and tenants standing to bring an action against a landlord, and purports to establish conditions that must be satisfied before a tenant and telecommunications company are eligible to file suit in the appropriate circuit court. However, the procedures that must be followed prior to filing suit are vague and subject to multiple interpretations. In addition, the amendment does not specify the remedies that a circuit court may impose if the court determines that a violation of the law has occurred. Therefore, based on the standards in s. 364.341(1), F.S., a court may determine that access should be granted and order that the telecommunications company be given access under certain terms and conditions. If the landlord refuses to comply with the court's order, the court may use its equitable power, such as imposing a coercive fine. See Walker v. Bentley 678 So.2d 1265 (Fla. 1996). However, without specific statutory authorization, a court is unlikely to impose any other remedy such as damages for the tenant or the telecommunications company.

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[1] F.A.C. 25-24.610

[2] The coordinating conjunction "and" requires that all of the elements in the series be present.

The amendment uses the terms “telecommunications provider,” “telecommunications company,” and “telecommunications carrier” interchangeably. The appropriate reference is “telecommunications company,” since that term is defined in s. 364.02(12), F.S.

The sponsor of the bill will file a substitute amendment that addresses several of the above-stated issues.

VI. AMENDMENTS OR COMMITTEE SUBSTITUTE CHANGES:

A substantial amendment by the Committee on Utilities and Communications was adopted which does the following:

- Establishes a Legislative finding of an important public purpose in providing access to tenants in multitenant environments for telecommunications companies seeking to promote competition and choice in delivering telecommunications services.
- Defines “exclusionary contract,” “monopoly service” and “multitenant environment.”
- Establishes standards for access by telecommunications companies to tenants in multitenant environments which are to be applied on a reasonable and technologically neutral basis. All telecommunications companies are to be provided generally comparable terms and conditions for access. Standards address the following:

  ---Access.

  ---Negotiations.

  ---Terms and conditions.

  ---Use of conduit and space that is necessary for providing telecommunications services.

  ---The carrier of last resort obligations described in s. 364.025, F.S.

- Prohibits exclusionary contracts between telecommunications companies and landlords for the provision of telecommunications services to multitenant environments entered into after the effective date of the act.
- Establishes the circuit court in which the multitenant environment is located as having jurisdiction to resolve disputes between landlords, tenants, and telecommunications companies concerning access to tenants for the provision of telecommunications services.
- Establishes that the following must occur before an action for access may be brought:

  ---The telecommunications company and a tenant convey request for service to the landlord.

  ---If a landlord is unresponsive to the initial request, a written request is to be submitted to the landlord.

  ---If a landlord fails to respond within ten days of receipt of the written request, if access is unreasonably denied, or if terms cannot be agreed upon, the telecommunications company and tenant may file a complaint for relief with the circuit court.

  ---In resolving the complaint, the circuit court is to apply the standards specified in s. 364.341(1), F.S.

- A local exchange telecommunications company is not to be required to compensate a landlord pursuant. 364.341, F.S. in a building in which that company provides telecommunications services as the carrier of last resort and another telecommunications company is not providing telecommunications services to tenants.

VII. SIGNATURES:

COMMITTEE ON UTILITIES AND COMMUNICATIONS:

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AS REVISED BY THE COMMITTEE ON COMMITTEE ON REAL PROPERTY AND PROBATE:

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