

1 **(b) "Emergency" means an interruption of service or a**
2 **condition that poses a clear and immediate danger to life or**
3 **health or that may result in a significant loss of property.**

4 **(c) "Exclusionary contract" means an agreement between**
5 **a landlord and a provider by which the provider is given**
6 **exclusive access to the landlord's property in order to**
7 **provide telecommunications services or voice-over-Internet**
8 **protocol services to the tenants in the landlord's property.**

9 **(d) "Landlord" means the owner of the property, the**
10 **owner's authorized representative, or any other person who has**
11 **control over any part of the property or telecommunications**
12 **facility within the property.**

13 **(e) "Marketing agreement" means an agreement between a**
14 **landlord or property manager and a provider by which the**
15 **provider pays some form of remuneration to the landlord or**
16 **property manager for each tenant subscribing to the provider's**
17 **service.**

18 **(f) "Multitenant property" means one or more buildings**
19 **or a part of a building which is rented, leased, hired out,**
20 **arranged, occupied, or designed to be occupied as the home or**
21 **residence of two or more families living independently of each**
22 **other; as the place of business of one or more persons, firms,**
23 **or corporations conducting business independently of each**
24 **other; or by any combination of families or persons, firms, or**
25 **corporations totaling three or more which are located on one**
26 **or more tracts of land which are adjoining or would be**
27 **adjoining in the absence of streets or other public**
28 **rights-of-way. The term does not include:**

29 **1. A condominium, as defined in chapter 718, Florida**
30 **Statutes, when the condominium owners have delegated**
31 **responsibility for negotiating telecommunications services or**

1 voice-over-Internet protocol services to a group of
2 individuals, an entity, a board, or an association to act on
3 behalf of the owners;

4 2. A cooperative, as defined in chapter 719, Florida
5 Statutes, when the cooperative owners have delegated
6 responsibility for negotiating telecommunications services or
7 voice-over-Internet protocol services to a group of
8 individuals, an entity, a board, or an association to act on
9 behalf of the owners;

10 3. A homeowners' association, as defined in chapter
11 617, Florida Statutes; or

12 4. Short-term tenancies served by call aggregators as
13 defined by the commission.

14 (g) "Provider" means a telecommunications company or a
15 provider of voice-over-Internet protocol services.

16 (h) "Reasonable and necessary costs" means the
17 nondiscriminatory, reasonable, direct, and actual incremental
18 costs incurred by a landlord as a result of a provider's use
19 of the space. Costs include, but are not limited to, gross
20 revenue fees, rental charges, free fiber services,
21 telecommunications services, voice-over-Internet protocol
22 services, or any other form of compensation payable to a
23 landlord by a provider for access to the landlord's property.

24 (i) "Space" means an area of the property which will
25 be used to install the facilities needed to provide
26 telecommunication services or voice-over-Internet protocol
27 services to a tenant on the property. The term includes, but
28 is not limited to, conduit, and may be located in, or on, the
29 rooftop of one or more buildings of the property.

30 (j) "Telecommunications company" has the same meaning
31 as in section 364.02, Florida Statutes.

1 (k) "Tenant" means an occupant in a multitenant
2 property or an authorized subtenant of the occupant whose
3 tenancy is subject to the terms of the primary lease. The term
4 includes any person, corporation, or entity possessing an
5 ownership interest in a condominium or cooperative which is
6 not excluded from the definition of a multitenant property.

7 (l) "Voice-over-Internet protocol" means any
8 Internet-protocol-enabled service offering real-time,
9 multidirectional voice functionality, including, but not
10 limited to, a service that mimics traditional telephony.

11 (2) INSTALLATION OF TELECOMMUNICATIONS SERVICES OR
12 VOICE-OVER-INTERNET PROTOCOL SERVICES IN A MULTITENANT
13 PROPERTY.--

14 (a) A provider shall be granted access to space in a
15 multitenant property for the purpose of providing
16 telecommunications services or voice-over-Internet protocol
17 services using the following standards:

18 1. A provider shall be granted access to the property
19 on a reasonable, nondiscriminatory, and technologically
20 neutral basis.

21 2. Tenants, landlords, and providers shall make every
22 reasonable effort to negotiate terms and conditions for
23 access.

24 3. A landlord may charge a provider or tenant the
25 reasonable and necessary costs of installation and removal of
26 a provider's network equipment and facilities.

27 4. A landlord may impose conditions reasonably
28 necessary for the safety, security, and aesthetics of the
29 property.

30 (b) A provider may install facilities in, on, across,
31 and over a landlord's property in order to provide

1 telecommunications services or voice-over-Internet protocol
2 services to a tenant:

3 1. For a period no longer than the remaining term of
4 the tenant's lease, unless otherwise agreed to by the provider
5 and the landlord. If the tenant renews the lease, the
6 agreement between the provider and the landlord automatically
7 continues, without the need for renegotiation, for the term of
8 the tenant's renewal of the lease; or

9 2. For a period longer than the remaining term of the
10 tenant's lease if the provider determines that it is in the
11 best interest of the provider to allow the facilities to
12 remain on the property:

13 a. Without interference from the landlord, except as
14 provided in this subsection; and

15 b. At terms, conditions, and, if applicable,
16 compensation rates, that are fair, reasonable,
17 nondiscriminatory, and competitively neutral.

18 (c) A provider may construct, when necessary and at
19 its own cost, additional conduit facilities associated with
20 the installation.

21 (3) LANDLORD RESPONSIBILITIES AND DUTIES WITH RESPECT
22 TO TELECOMMUNICATIONS SERVICES OR VOICE-OVER-INTERNET PROTOCOL
23 SERVICES IN A MULTITENANT PROPERTY.--

24 (a) A landlord shall:

25 1. Comply with all laws, rules, and regulations,
26 including, but not limited to, environmental laws, rules, and
27 regulations, applicable to the property;

28 2. Grant to a provider, if requested, permission to
29 install an antenna on the roof of the property;

30 3. Assist in locating and providing access to
31 available building riser and conduit;

- 1 4. Identify the demarcation point on the property to
2 the provider;
- 3 5. Be responsible for obtaining all necessary
4 easements across another tenant's premises; and
- 5 6. Disclose to potential tenants the existence of any
6 marketing agreement.
- 7 (b) A landlord may not:
- 8 1. Prevent or delay for more than 10 business days a
9 provider intending to construct, install, operate, maintain,
10 repair, disconnect, replace, or remove telecommunications
11 facilities or voice-over-Internet protocol facilities on, in,
12 over, or across the property;
- 13 2. Interfere with a provider's installation of
14 facilities on the property;
- 15 3. Discriminate against a provider's installation of
16 facilities or with the terms or compensation by which a
17 provider gains access to the landlord's property to locate its
18 facilities and provide telecommunications services or
19 voice-over-Internet protocol services to a tenant on the
20 property;
- 21 4. Demand an unreasonable or discriminatory payment of
22 any kind, or in any form, from a tenant or provider for
23 allowing a provider access to the property;
- 24 5. Discriminate against a tenant in any manner,
25 including imposing a special rental charge, based on the
26 tenant's choice of a provider of telecommunications services
27 or voice-over-Internet protocol services;
- 28 6. Erect any indirect or direct barriers to entry
29 which have the effect of delaying or denying a provider access
30 to the property or denying a tenant the right to choose his or
31 her provider;

- 1 7. Enter into an exclusionary contract with a
2 provider;
- 3 8. Prevent a provider from gaining access to the
4 property during an emergency;
- 5 9. Deny access to space previously dedicated to public
6 service if that space is sufficient to accommodate the
7 facilities needed for access. However, a landlord may deny
8 access to space if the space required for installation is not
9 reasonably sufficient to accommodate the request or if the
10 installation would unreasonably interfere with the aesthetics
11 of the building;
- 12 10. Charge a fee other than the reasonable and
13 necessary costs for the privilege of providing
14 telecommunications services or voice-over-Internet protocol
15 services to a tenant; or
- 16 11. Demand a waiver of liability for, or
17 indemnification from, losses, costs, damages, expenses,
18 judgments, or claims to the extent caused by the landlord's
19 own negligence or willful misconduct.
- 20 (4) DISPUTE RESOLUTION.--
- 21 (a) The commission has exclusive jurisdiction to
22 resolve a dispute arising between a provider, tenant, or
23 landlord regarding the provision of telecommunications
24 services or voice-over-Internet protocol services in
25 multitenant property as set forth in this section.
- 26 (b) A provider, landlord, or tenant may not initiate
27 an action for dispute resolution until:
- 28 1. The tenant has initiated a request for
29 telecommunications services or voice-over-Internet protocol
30 services to a provider;
- 31

1 2. The tenant has forwarded an oral notice to the
2 landlord that the tenant has requested service from a
3 provider;

4 3. The tenant has forwarded a written notice to the
5 landlord if the landlord has been unresponsive to the tenant's
6 oral request for access for 5 business days; and

7 4. The landlord fails to respond to the written
8 request by 10 business days after receiving the written
9 request and has denied access to the provider, or the parties
10 cannot agree on reasonable and nondiscriminatory terms for
11 access.

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13 Thereafter, the provider or tenant may file a petition with
14 the commission for dispute resolution.

15 (c) The commission shall resolve a dispute no later
16 than 120 days after the provider or tenant files a petition.

17 (5) PENALTIES.--The commission may impose the
18 penalties prescribed in section 364.285, Florida Statutes,
19 against any person who refuses to comply with or who willfully
20 violates any rule or order of the commission.

21 (6) RULES.--The commission shall adopt rules to
22 administer this section.

23 Section 2. This act shall take effect upon becoming a
24 law.

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SENATE SUMMARY

Requires that a provider of telecommunications services or voice-over-Internet protocol services be granted access to multitenant properties if the provider complies with certain standards. Specifies the duties of a landlord relating to the installation of telecommunications services and voice-over-Internet protocol services. Prohibits a landlord from doing specified acts. Provides for the Public Service Commission to have jurisdiction over dispute resolution between providers of telecommunications services and voice-over-Internet protocol services and landlords. Provides dispute-resolution procedures and requirements. Authorizes the commission to impose certain penalties for violations of the act. Directs the commission to adopt rules.