

BOMA Canada Telecommunications Building Access Principles

March 15, 2000

BOMA Canada

- 1. Landlords will permit tenants to have a choice of telecommunications service providers in the buildings that they occupy.**
 - Landlords recognize the benefits of competition in respect to improving telecommunications service and lowering costs to end-users.
 - Landlords should not, generally speaking, enter into exclusive agreements for the provision of local exchange services to their buildings.

- 2. Landlords have the right to determine which LECs obtain facilities-based access to their buildings. (i.e. those LECs which are granted permission to establish a base of operations in the building)**
 - CRTC Telecom Decision 99-10 states that tenants of a Multi-Dwelling Unit (MDU – a term which applies to both commercial and residential buildings) should have access to the LEC of their choice in all situations.
 - Landlords acknowledge that both Telecom Decision 97-8 and 99-10 encourage facilities-based competition (i.e. an in-building base of operations for LECs), as opposed to LECs co-locating in another LECs Central Office and leasing a local loop in order to provide service to a tenant.
 - On the other hand, as a result of the finite amount of space available in and adjacent to MTRs for the establishment of POP sites, as well as the limited amount of space in risers, it is a physically impossible proposition that any LEC that can identify a willing tenant within a building will, as a result, automatically obtain access into the building as a facilities-based LEC.
 - Facilities-based access is not provided on a first come, first served basis. Further, the existence of a service contract with a tenant does not guarantee facilities-based access to a building. LECs should confirm their status as a facilities-based LEC with a Landlord, in writing (e.g. a license agreement or an executed offer to license), prior to committing to provide service to a tenant on a facility-based basis.
 - Private property rights must be respected.
 - Those LECs who are unable to obtain facilities-based access to a building will have the option to provide services to the tenants of that building by leasing a local loop from a LEC that has already established a presence in the building.
 - All LECs should be required to make local loops from their Central Office available to other LECs in order to assist such other LECs in the provision of services into a building, as part of their duty under Telecom Decision 99-10.
 - Landlords have the long-term interests of the building in mind when determining which telecommunications service providers to do business with. This includes consideration of: present and potential future tenants; present and future technologies; and the scarce telecommunications space available in the building which must be carefully allocated among LECs, in order to maximize the overall benefit to tenants of competition.

- A Landlord's criteria for selection of facility-based LECs may include:
 - a. *LEC covenant strength, financing and operating experience*
 - b. *LEC technology and service offering*
 - c. *Profile of typical tenant telecom needs*
 - d. *Willingness of the LEC to sign an Access Agreement and pay reasonable fees*
 - e. *Space required by such LEC*
 - f. *Whether that LEC has contracts with existing tenants*
 - g. *Number of competitors offering that service in the building already*
 - h. *Flexibility to enable future technologies within scarce space in the building*
 - i. *Security considerations*
 - j. *Special service requirements*
 - k. *Trust, reputation, reliability and integrity of the LEC and the working relationship between the LEC and Landlord, and*
 - l. *Ability of that LEC to offer additional services to Landlord.*

3. Landlords will require reasonable Access Agreements to be signed by all LECs wishing to occupy their private property.

- These Access Agreements are currently being signed by CLECs throughout Canada.
- ILECs will be required to sign such Access Agreements outside of their "home" territory in order to obtain access to buildings.
- ILECs will be required to sign such Access Agreements within their "home" territory in the case of all new buildings, where the Landlord will own the in-building wire, in accordance with Decision 99-10.
- ILECs should also be required to sign Access Agreements in order to continue to provide local exchange and long distance services in their "home" territory in cases where the building owner takes over responsibility and control of in-building wire or once the building becomes served by more than one competitive service provider. ILECs may become constrained in their ability to obtain additional space for expanding their enhanced services to tenants within such buildings if they are unwilling to sign such Access Agreements.
- ILECs should enter into such Access Agreements, even in those buildings where the building owner has not taken over responsibility and control of the in-building wire and there is no competition, in order to clarify the relationship between the Landlord and the ILEC. In such cases, fees may be nominal.

4. Landlords should be able, at minimum, to implement fee structures providing for the recovery of all of their initial and ongoing hard and soft costs, plus 25%, from LECs seeking access to their buildings. However, different fee structures should be permitted to evolve in the market as agreed upon between a LEC and a Landlord.

- Landlords do not wish to become gatekeepers, but wish to be fairly compensated for facilitating competition.
- There is a finite amount of space available in MTRs, POP rooms and risers. Building owners should be able to charge for the use of these facilities.
- Market rates for access are evolving in the marketplace. Some of these access models are relatively simple, while others are more creative. Landlords should

be free to negotiate fee structures which reflect the infrastructure model for their buildings as well as the market for access to their buildings..