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Date: Fri, 2 Nov 2018 at 08:55  
Subject: Tenant Connectivity Consultation response  
To: <tenantconnectivity@culture.gov.uk>

I write in the capacity of an individual involved in the IT and communications industry. I request on the basis of personal privacy that my email address not be published.

1. Would the placing of an obligation on landlords in the manner proposed encourage more landlords to respond to requests sent by operators?

Yes, I believe it would. It doesn't stop landlords from engaging when first contacted, but prevents them blocking installations by their inaction. For those that care about, for example, how services are installed, landlords have an incentive to engage with the tenant rather than have no control over the process.

2. what extent would placing an obligation on landlords complement or undermine the facilitation within the Electronic Communications Code of negotiated agreements between landlords and operators?

Don't know

3. Do you consider that the use of the courts for the purpose of granting entry to operators where they have been unable to contact a landlord is reasonable? If not, why not?

Yes

4. Do you agree that two months is an appropriate amount of time to pass before a landlord is considered absent and an operator can seek entry via the courts? If not, what how much time would be appropriate?

It seems to set a reasonable compromise between the requirements to allow landlords' administrative processes to run their course - and it can take some time in some businesses to get a request to the right person.

5. What evidence should an operator be reasonably expected to provide to the courts of their need to enter a property and their inability to contact a landlord?

That they have a (potential) customer wanting the service installed, that they've made reasonable attempts to contact the landlord, and that they've had no response. The problem with the last item is the difficulty of demonstrating a negative.

6. Is there a need to define what constitutes a request by a tenant for a communications

service?

Probably yes.

7. Do you agree the temporary access granted by the court should be valid until such a time as a negotiated agreement, underpinned by the Code, is signed between an operator and landlord?

Yes, it has to be open ended until such time as a negotiated agreement is reached - see Q9

8. Would temporary access granted by the court provide an incentive for landlords to re-engage?

It is questionable. For some landlords, I suspect that there would be no interest whatsoever even after such an order was in place.

9. Do you foresee any issues with operator/landlord negotiations which take place after the installation has taken place?

Yes.

Once the equipment is installed and the service in use, the landlord has the upper hand in that the user may well now be using the service (having possibly cancelled a previous service, made system changes, and incurred costs), and the service provider has incurred the costs of installation and provisioning the connection. Thus the landlord may well be tempted to impose excessive fees on the basis that the alternative to paying them would be to back out of the installation and service provision - with all the costs and disruption that would involve. On the other hand, as long as the temporary order stays in effect until a negotiated agreement is made, then the tenant could drag things out and refuse even reasonable charges and/or conditions the landlord tries to impose. However, in this case, the landlord is not really in a position to complain as they could have responded when first contacted.