BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Crown Castle NG West LLC (U-6745-C), pursuant to Decision 98-10-058 for Arbitration of Dispute over Denial by Pacific Gas and Electric Company (U-39-E) of Access to Utility Support Structures.	Application 18-10-004 (Filed: October 10, 2018)

RESPONSE OF CROWN CASTLE FIBER LLC TO PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION FOR REHEARING OF DECISION 19-03-004

Suzanne Toller
Zeb Zankel
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111-3611
Tel: (415) 276-6500
Fax: (415) 276-6599
Email: suzannetoller@dwt.com
Email: zebzankel@dwt.com

Attorneys for Crown Castle Fiber LLC

April 8, 2019

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Crown Castle NG West LLC (U-6745-C), pursuant to Decision 98-10-058 for Arbitration of Dispute over Denial by Pacific Gas and Electric Company (U-39-E) of Access to Utility Support Structures.	Application 18-10-004

RESPONSE OF CROWN CASTLE FIBER LLC TO PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION FOR REHEARING OF DECISION 19-03-004

Pursuant to Rule 16.1 of the California Public Utilities Commission Rules of Practice and Procedure, Crown Castle Fiber LLC (U-6190-C) ("Crown Castle")[1] respectfully opposes Pacific Gas and Electric Company's ("PG&E") Application for Rehearing ("AFR") of Decision 19-03-004 ("Decision"), filed March 22, 2019. Crown Castle requests that the Commission deny PG&E's AFR because: (i) the Decision is supported by the record and consistent with Decision 98-10-058 ("ROW Decision"); (ii) PG&E failed to meet its burden of proof through the course of the proceeding; and (iii) the terms set forth in the Revised License Agreement are consistent with prior Commission decisions and orders; and (iv) the Commission faithfully adhered to the expedited dispute resolution procedures set forth in the ROW Decision, and so provided due process to the parties involved.[2] Crown Castle further requests that the Commission take all enforcement measures possible to address PG&E's non-compliance with the Decision, as discussed below.

[1] While the present proceeding was initiated by Crown Castle NG West LLC (U-6745-C), the California operations and assets of that entity, were consolidated into Crown Castle Fiber LLC (U-6190-C) on December 31, 2018, as set forth in Advice Letter No. 71 of Crown Castle NG West LLC (effective November 24, 2018). Accordingly, Crown Castle Fiber LLC is a "party," eligible to file the present response, under Rule 16.2 of the California Rules of Practice and Procedure.

[2] Additionally, the AFR attempts to re-litigate the issues and expand the record after it has already closed, and does not satisfy the standards of rehearing set forth in Pub. Util. Code § 1757(a). Notably, the AFR neither mentions the statutory standard for AFR, as set forth in Pub. Util. Code § 1757(a), nor attempts to demonstrate that PG&E meets any of the five bases for rehearing an adjudicatory decision.

I. THE DECISION IS SUPPORTED BY THE RECORD.

The Decision appropriately concludes: "The revisions to the License Agreement are within Crown Castle's right to obtain access to utility poles and support structures at reasonable terms and prices which do not impose a barrier to competition."[3] Without any rationale, PG&E alleges in its AFR that "[t]his conclusion lacks a sufficient evidentiary basis in the record."[4] This statement is simply false.[5] The Decision assessed the terms and conditions in light of Commission rules governing pole attachments intended to promote deployment of advanced telecommunications on competitively neutral basis, and based the Decision on the evidence presented, including Crown Castle's witness testimony.[6]

In addition to the key language in the Decision underlying the Commission's approval of the Revised License Agreement, the Decision also affirms the Final Arbitrator Report. While the Final Arbitrator Report recognized PG&E's License Agreement was previously approved by the Commission, it also ordered PG&E to negotiate further license terms, recognizing that PG&E's License Agreement was not necessarily satisfactory for Crown Castle:

> The parties are ordered to craft an arbitrated License Agreement reflecting mutually agreeable terms for leasing space on PG&E's poles. In crafting the arbitrated License Agreement, PG&E must negotiate terms with Crown Castle that: 1) will not constrain Crown Castle's goals to rapidly deploy broadband; 2) will permit Crown Castle to continue to provide reliable service for its customers, and 3) will enable Crown Castle [to] fulfill its goal to

[3] AFR at 3 (quoting Decision at 2, Finding of Fact 1).

[4] AFR at 3.

[5] The PG&E statement is also not a statutory basis for rehearing. The closest plausible basis for rehearing would be if "findings in the decision of the commission are not supported by substantial evidence in light of the whole record." Pub. Util. Code § 1757(a)(4). However, this statutory basis is not met in this instance because there is substantial evidence supporting the Commission's finding, as detailed herein.

[6] In addition to the lengthy factual record underlying the Decision's conclusions, Crown Castle also presented lengthy legal argument on the record regarding its right to obtain access to utility poles and support structures. *See, e.g.,* Application of Crown Castle NG West LLC (U-6745-C) for Arbitration of Pole Attachment Dispute with Pacific Gas and Electric Company ("Crown Castle Application") at Section I.C; Crown Castle Post-Hearing Brief at Section IV.C.

> compete within the highly competitive markets which comprise the state of California.

Importantly, the Final Arbitrator Report did not recommend adoption of PG&E's License Agreement,[7] but affirmatively ordered negotiation to meet Crown Castle's goals.

The Final Arbitrator Report ordered further negotiation, and the decision adopted a further revised agreement with good reason. Throughout this proceeding, Crown Castle explained in detail why the terms[8] set forth in the Revised License Agreement are essential to rapid broadband deployment, ensuring superior reliable service, and creating a level competitive playing field.[9] For example, Crown Castle's witness testified about why the key attachment terms, later set forth in Revised License Agreement, are vital to Crown Castle's ability to compete:

> [1] If Crown Castle were unable to commit to resolve infrastructure issues immediately (as is the case in leasing arrangements), it would negatively impact Crown Castle's business and provision of service to its carrier customers....[2] insight into requests for pole attachments...helps Crown Castle ensure that for poles on which they are joint owners, the facilities are added in a

[7] Sunesys, LLC, a prior affiliate of Crown Castle, which was recently consolidated into Crown Castle, has an existing license agreement with PG&E that mirrors the current PG&E License Agreement. Nevertheless, operating under this agreement would significantly slow deployment, erect challenges to ensuring superior reliable service, and create an unlevel playing field such that the competitors of Crown Castle would benefit from enhanced attachment provisions. See Arbitrated License Agreement at 1 (filed by Crown Castle on February 8, 2019).

[8] While Crown Castle initially sought certain attachment rights through ownership, the fact that Crown Castle achieved those rights through the Commission-approved Revised License Agreement does not change the fact that Crown Castle advocated for the same set of terms throughout the proceeding.

[9] *See, e.g.*, Post-Hearing Brief of Crown Castle NG West LLC (U-6745-C) ("Crown Castle Post-Hearing Brief") at 26 ("PG&E's Licensing Agreement does not resolve the dispute for Crown Castle because the terms proposed do not contain the key ownership provisions for Crown Castle to deploy a superior reliable broadband network under nondiscriminatory access terms."); Comments of Crown Castle NG West LLC (U-6745-C) on Draft Arbitrator's Report ("Crown Castle Comments on Arbitrator Report") at 4 (filed January 7, 2019) ("PG&E's lease does not contain the advantageous ownership provisions for Crown Castle to rapidly deploy a superior reliable broadband network on a level playing field."); Arbitrated License Agreement at 1 ("The Licensing Agreement includes the minimum terms necessary for Crown Castle Fiber to rapidly deploy broadband, ensure superior reliable service, and compete on a level playing field with incumbent local exchange carrier ("ILECs") pole-owners that benefit from the additional provisions included in the attached Licensing Agreement.").

> safe manner that does not pose any threat to its facilities or pole....[3] The ability to facilitate pole replacement both promotes safety and makes it easier for Crown Castle to serve its customer's needs....[4] Tenants are subject to being moved up and down the pole per the direction of the owners, whereas an owner can buy a specific location on the pole and generally can stay in that position—this is especially important for wireless attachments that depend on specific positions on the pole to ensure optimal propagation....[5] the JPA process has a deemed-approved option after 45 days; as PG&E conceded, leasing has no similar requirement. This is important because Crown Castle is growing at an exponential rate and cannot meet the demand for its services without a finite timeframe to attach.[10]

PG&E chose not to cross-examine Crown Castle's witness on the above testimony. PG&E overlooks this key testimony once again in its AFR.

II. PG&E PREVIOUSLY ADDRESSED THE TERMS IN THE REVISED LICENSE AGREEMENT AND FAILED TO MEET ITS BURDEN OF PROOF.

PG&E argues that "the record demonstrates that PG&E specifically objected to Crown Castle's proposed license provisions in the arbitration proceeding,"[11] while also saying that "parties were not afforded the opportunity to be heard on this issue[,]" namely, the proposed terms.[12] PG&E cannot have it both ways. In fact, PG&E had ample opportunity to address these terms, but decided to address only two of the terms in its post-hearing brief, and failed to meet its burden of proof.

As discussed in Crown Castle's Comments on the Arbitrator Report, the ROW Decision states that: "In resolving disputes over ROW access, the burden of proof shall be on the incumbent utility ... to show [that its restrictions or denials] are not unduly discriminatory or anticompetitive."[13] A denial is unduly discriminatory if the restriction of access does not relate to

[10] Crown Castle Ex. 1, at 8-9 (Scandalis Testimony).

[11] AFR at 2.

[12] AFR at 8.

[13] ROW Decision, 1998 Cal. PUC LEXIS 879, at *201, Conclusion of Law 51 ("In resolving disputes over ROW access, the burden of proof shall be on the incumbent utility to justify any proposed

"capacity constraints, and safety, engineering, and reliability requirements."[14] Here, PG&E failed to show that its objections to the proposed terms were not unduly discriminatory or anticompetitive.

Crown Castle presented in its testimony the access-related terms it seeks, pertaining to notice of pole maintenance, insight into pole attachment requests, pole replacement, attachment rearrangement, and a pole attachment application review timeframe.[15] PG&E chose to address only two of the terms requested by Crown Castle: notice of pole maintenance and pole attachment application review timeframe,[16] failing to address the other terms in any other pleadings despite ample opportunity to do so. For the two terms it did address, PG&E failed to meet its burden of proof by neglecting to explain how its proposed restrictions on access relate to capacity constraints, safety, engineering, or reliability requirements.

PG&E also criticizes the Decision for failing to find that PG&E objected to the proposed terms in the Revised License Agreement.[17] As noted above, PG&E did not object to all of the proposed terms when it had the chance. Even if PG&E had objected to all proposed terms, that would still not require rehearing, as the standard for approving a Revised License Agreement is not whether parties are in full agreement or one of the parties objects to one of the provisions.[18]

---

restrictions or denials of access which it claims are necessary to address valid safety or reliability concerns and to show they are not unduly discriminatory or anticompetitive.").

[14] Id. at *223 ("A utility shall grant access to its rights-of-way and support structures to telecommunications carriers...on a first-come, first-served basis; access that can be restricted only on consistently applied nondiscriminatory principles relating to capacity constraints, and safety, engineering, and reliability requirements.").

[15] Crown Castle Ex. 1, at 8-9 (Scandalis Testimony).

[16] Post-Hearing Brief of Pacific Gas and Electric Company (U39E) ("PG&E Post-Hearing Brief") at 10-12.

[17] AFR at 2-3.

[18] It is not uncommon for the Commission to approve arbitrated agreements, even where parties to arbitration object to particular terms of the arbitrated agreement. *See, e.g.*, *In re MCI Telecommunications Corp.*, D.97-01-045.

Rather, the ROW Decision requires that "the Commission shall issue a decision approving or rejecting the arbitrated agreement...pursuant to Section 252(e)."[19] PG&E has not argued that the Revised License Agreement in any way violates Section 252(e), and PG&E could not validly make such an argument because the Revised License Agreement meets the requirements of Section 252(e).[20]

III. THE DECISION AND REVISED LICENSING AGREEMENT ARE FULLY ALIGNED WITH THE ROW DECISION.

In an attempt to belatedly expand the record, PG&E improperly argues that the terms set forth in the Revised License Agreement contravene the "preferred outcomes" in the ROW Decision. The preferred outcomes were intended to protect attaching entities like Crown Castle, which have no leverage in negotiations with pole owners like PG&E, which control essential facilities. Moreover, PG&E raised the issue of preferred outcomes in its brief and the Commission appropriately considered the record and approved the Arbitrated License Agreement, notwithstanding PG&E's argument, in keeping with the tenets of the ROW Decision. In fact, the terms in the Revised License Agreement are consistent with the preferred outcomes.

The preferred outcomes are a discretionary set of agreement provisions for the Commission to use in order to "guard against unbalanced negotiating power and unfairly discriminatory treatment."[21] PG&E seeks to co-opt the "preferred outcomes" to prevent Crown Castle's competitive access and delay broadband deployment. The record of the proceeding is

[19] ROW Decision, 1998 Cal. PUC LEXIS 879, Appendix A(IX)(20).

[20] 47 U.S.C. 252(e) states: "The State commission may only reject ... (b) an agreement (or any portion thereof) adopted by arbitration under subsection (b) if it finds that the agreement does not meet the requirements of section 251 of this title, including the regulations prescribed by the Commission pursuant to section 251 of this title, or the standards set forth in subsection (d) of this section." PG&E identifies no conflict with Section 251. The standards in Section 252(d) relate to "pricing standards"—PG&E identifies no issue with pricing.

[21] ROW Decision, 1998 Cal. PUC LEXIS 879, at *21.

clear that pole owners' control over essential facilities gives them unfair bargaining leverage, and the ROW Decision, including its preferred outcomes, is intended to restore balance in otherwise one-sided negotiations favoring pole owners such as PG&E. Further, in negotiating the terms at issue here, Crown Castle sought to compete on a level playing field with its ILEC competitors, who enjoy comparable terms. Moreover, PG&E is free to agree to the same terms with other similarly situated carriers, so it cannot be said that the Revised License Agreement is unfairly discriminatory.

The Commission had the opportunity to consider whether Crown Castle's proposed contract provisions are consistent with the "preferred outcomes." Indeed, in its pleadings PG&E analyzed the terms sought by Crown Castle in light of the preferred outcomes.[22] Accordingly, PG&E is simply wrong that the Commission has not had the opportunity to consider whether Crown Castle's proposed contract provisions are consistent with the preferred outcomes. Under the ROW Decision, the analysis of preferred outcomes is undertaken conjunction with a determination of "whether proposed terms are unfairly discriminatory or anticompetitive," recognizing that "parties shall have the flexibility to negotiate their agreements governing access, tailored to the particular circumstances of each situation."[23] In keeping with the ROW Decision, the Decision aptly concludes that "The revised License Agreement...does comply with the ROW Decision's nondiscriminatory access requirements... The revisions to the License Agreement are within Crown Castle's right to obtain access to utility poles and support structures at reasonable terms and prices which do not impose a barrier to competition."[24]

[22] *See, e.g.*, PG&E Post-Hearing Brief at 10-12;

[23] ROW Decision, 1998 Cal. PUC LEXIS 879, at *21.

[24] Decision at 2, Finding of Fact 1.

PG&E improperly seeks to expand the record after it has closed, with further analysis of the terms—analysis that PG&E failed to advance during the course of the proceeding. Even with this improper expansion of the record, PG&E has failed to show the terms contravene the preferred outcomes or any other law or regulation, as described in **Attachment A**. Nor could PG&E truly identify a conflict—indeed, Crown Castle's ILEC competitors already have these terms on PG&E jointly-owned poles. Further, Crown Castle has provided extensive rationale for why these provisions are essential to ensure that Crown Castle can rapidly deploy its broadband network, ensure superior reliable service, and compete on a level playing field with its ILEC competitors.[25]

IV. THE COMMISSION ADHERED TO ITS OWN LAWFUL PROCEDURES IN APPROVING THE FINAL DECISION.

PG&E erroneously argues that "[i]n adopting the Decision without allowing for comment and reply, the Commission violated its own rules, and thereby committed a prejudicial abuse of discretion."[26] However, PG&E neglects to mention that the thorough expedited dispute resolution process presents no opportunity for comment on the filed arbitrated agreement. With good reason, the process honors the expeditious nature of the proceeding, requiring a final decision from the Commission within 30 days of the arbitrator report. Under PG&E's mistaken view of the rules, it would be nearly impossible for the Commission to accept comments under the normal comment timeline and approve a final decision in that timeframe. Further, the process already provides several opportunities to weigh in on the proposed outcome. Moreover, if PG&E wanted to file a motion for leave to file comments on the Revised License Agreement or the proposed decision, it had ample opportunity to do so, as the proposed decision was set forth in the meeting agenda more than 10 days prior to the approval of the final decision. The

[25] *See, e.g.*, Arbitrated License Agreement at 4-5 (filed by Crown Castle on February 8, 2019).

[26] AFR at 6.

Commission thus complied with the rules set forth in the Rules of Practice and Procedure, as modified by the expedited dispute resolution process.

V. NO EXTENSION OR STAY SHOULD BE GRANTED TO PG&E, AND THE COMMISSION SHOULD COMMENCE ENFORCEMENT AGAINST PG&E FOR NON-COMPLIANCE WITH THE DECISION.

Ordering Paragraph 6 ("Order") of the Decision states: "The parties shall execute the revised License Agreement (Attachment 1) to this Decision and return a copy of the duly executed agreement to the Commission's Director of Communications Division by e-mail to cdcompliance@cpuc.ca.gov within 14 days of the date of this Decision." Accordingly, the parties were required to submit the fully executed Revised License Agreement by March 29, 2019. Pursuant to the Order, Crown Castle executed the Agreement and sent the signed Agreement to PG&E on March 16, 2019 for PG&E to counter-sign.

However, in the AFR, PG&E argues that "[e]xecuting this agreement would cause irreparable harm to PG&E and accordingly PG&E will separately file a request of for an extension of time to comply."[27] On March 25, 2019, PG&E submitted a request for extension to the Executive Director. Notably, the Executive Director did not grant the request, nor would a grant be appropriate. Rule 16.6 sets forth a process which is to be used to extend compliance for a specified period of time. Instead, PG&E's request for extension is a veiled attempt to stay the order—and decisions must be stayed by Commission order (not by request for extension).[28] To stay an order or decision, a party must meet a higher standard, including showing of irreparable harm and likelihood to prevail on the merits of the rehearing application, which PG&E has not

[27] AFR at 16.

[28] Pub. Util. Code § 1735.

shown, nor attempted to show, here.[29] Despite multiple attempts to reach PG&E counsel, PG&E has not responded to Crown Castle and has provided no counter-signed agreement to submit in compliance with the Order.

Crown Castle recommends that the Commission take all enforcement measures possible, including penalties and other measures to ensure PG&E's compliance with the Order. In the meantime, despite PG&E's failure to execute the Revised License Agreement, Crown Castle reserves its rights to access PG&E overhead structures, pursuant to the terms of the Revised License Agreement, which was authorized by the Commission.

VI. CONCLUSION

For the reasons stated above, the Commission should deny the application for rehearing and take all enforcement measures possible.

Respectfully submitted April 8, 2019 at San Francisco, California.

/s/

Suzanne Toller
Zeb Zankel
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111-3611
Tel: (415) 276-6500
Fax: (415) 276-6599
Email: suzannetoller@dwt.com
Email: zebzankel@dwt.com

Attorneys for Crown Castle Fiber LLC

[29] See, e.g., *In re Bay Area Rapid Transit District*, D.19-01-022 ("Under Section 1735, the grant of a suspension or stay is discretionary. In exercising this discretion, the Commission normally considers the following factors: (1) whether the moving party will suffer serious or irreparable harm if the stay is not granted; (2) whether the moving party is likely to prevail on the merits of the application for rehearing; (3) whether the public interest warrants a stay through balancing harm to the moving party if the stay is not granted and the decision is later reversed, versus the harm to other parties if the stay is granted and the decision is later affirmed; and (4) other factors relevant to the particular case.") (citations omitted).

ATTACHMENT A

KEY TERMS IN REVISED LICENSE AGREEMENT

Key Terms of Revised License Agreement	**Response to PG&E Allegations in AFR that Terms Contravene Commission Orders**	**Rationale for Inclusion** (as stated in prior Crown Castle pleadings)
Approval Timeline. "Permittee shall not install any Attachments on or in the Company Facilities without first securing the Company's written authorization, unless 45 days have run from the time of request of access and Company has provided no response." Section 3.1(b). "Permittee shall not install any additional Attachments on or in the Company Facilities without first securing the Company's written authorization, unless 45 days have run from the time of request to install and Company has provided no response." Section 3.2.	Despite PG&E allegations, nothing in the ROW Decision prohibits a 45-day timeframe to review a request for attachment. PG&E also seeks to re-litigate its prior contention that the timeframe issue should be argued in Rulemaking 17-06-028, but that proceeding seeks a broad revision of rules, not bilateral contractual terms as is the case here.	ILEC pole owners have a 45-day attachment approval process; PG&E's agreement includes no similar application timeframe. PG&E approvals can take significantly longer, with no recourse to ensure timely access. This provision is critical for rapid broadband deployment because Crown Castle Fiber is growing at an exponential rate and cannot meet the demand for its services without reasonable and standard deployment timeframes. Crown Castle Fiber benefits from similar timeframes in numerous states where it operates under the federal pole attachment rules, and throughout California where it is a joint pole owner. While timeframes are being explored in other pole dockets, those rules will not be finalized for some time. In the meantime, Crown Castle Fiber's deployment should not be unduly delayed.
Pole Replacement. "Replacement may be made at the written request of Permittee, and adjustment as to sales, salvage, pulling, transportation, and transfer costs shall be at current prices as per date of replacement. Company will execute replacement within (60) days of Permittee's advance written request or less if circumstances require." Section 7.4(c).	PG&E points to no preferred outcome or other law specific to pole relocation, much less one that prohibits a 60-day timeline for pole relocation.	ILEC pole owners may initiate a pole replacement when necessary to ensure facilities are upgraded. Tenant requests for pole upgrades are a low priority for PG&E. The ability to facilitate pole replacement ensures safety, reliability, and is critical to swift and predicable broadband deployment.

Rearrangement. "However, Company is not authorized to undertake any rearrangement or relocation work on any pole occupied by Permittee without written approval by Permittee." Section 7.4(b).	PG&E fails to show that the requisite permission for PG&E to rearrange or relocate could not be read in harmony with other terms in which PG&E is required by law to rearrange or relocate facilities.	ILEC pole owners can buy a specific location on the pole and generally stay in that position. Tenants are subject to being moved up and down the pole per the direction of owners. Avoiding rearrangement is critical for Crown Castle Fiber's wireless attachments that depend on specific positions designed by engineers with exacting measurements to ensure optimal propagation, for reliability purposes.
Insight into Pole Safety. "When a new Company permittee or other attacher requests access to a pole on which Permittee is attached, Company is required to provide Exhibit A or similar request for access, without identifying Company permittee, to Permittee within 30 days of the Company receiving Exhibit A or similar request for access." Section 7.4(b)	PG&E does not address the revision to Section 7.4(b) related to insight into pole attachments.	ILEC pole owners have insight into requests for pole attachments and have the right to comment on/object to such requests when, for example, the request would result in unsafe clearance or loading violations. Crown Castle Fiber seeks to have insight into proposed additions to the poles it occupies, to ensure attachments are safe and do not impact its own facilities or the underlying structural integrity of the pole. Again, giving the ILEC this benefit and not others results in an unfair competitive advantage.
Maintenance. Removed the following language: "Permittee shall notify the Company forty-eight (48) hours in advance by calling the Company's designated representative before any routine repair or maintenance of its facilities is performed on the Company Facilities when an electric service shutdown is not required." Section 4.5	PG&E points to a 48-hour notice requirement in the ROW Decision related to "attach or install" notification. Conversely, the term here is related to "repair or maintenance" notification which was the focus of the now-deleted Section 4.5. Accordingly, the preferred outcomes do not contravene the removal of this term.	ILEC pole owners have the right to repair their equipment without delay, however, PG&E requires tenants provide at least 48 hours advance notice before permitting any work. If Crown Castle Fiber is unable to commit to resolve infrastructure issues immediately (as is the case in leasing arrangements), it would negatively impact reliability and customer service. It also puts Crown Castle Fiber at a distinct competitive disadvantage as compared to ILECs who promise customers immediate repair of service outages. Additionally, there is no greater need for an owner to have this ability than for a tenant.