



Department for
Science, Innovation
& Technology

Draft regulations to commence Sections 61 to 64 of the Product Security and Telecommunications Infrastructure Act 2022

Technical consultation

Closing date: 2 July 2025



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Introduction

This is a consultation on draft secondary legislation (the “**Draft Regulations**”) related to Sections 61 – 64 (the “**Renewals Provisions**”) of the Product Security and Telecommunications Infrastructure Act 2022 (the “**2022 Act**”).

The Renewals Provisions make changes to Part 2 of the Landlord and Tenant Act 1954 (the “**1954 Act**”) in England and Wales and to the Business Tenancies (Northern Ireland) Order 1996 (the “**1996 Order**”) in Northern Ireland. The changes are limited to tenancies whose primary purpose is to confer Code Rights¹ on telecommunications operators relating to telecommunications infrastructure.

When commenced, the changes will alter the financial terms *on renewal* of relevant leases. They do this by replacing the valuation frameworks contained in the 1954 Act and the 1996 Order with provisions that mirror those in the Electronic Communications Code. This will ensure the method of calculating rent for renewal agreements conferring Code rights is more consistent across the UK².

Please note that separate work is underway to implement Section 65 of the 2022 Act. This work will result in the transfer of jurisdiction for proceedings under the 1954 Act from the county court to the First-tier Tribunal (Property Chamber).

¹ The rights of telecommunications operators and infrastructure providers to install and keep apparatus on public and private land, regulated (in most cases) by the Electronic Communications Code

² See paragraphs 257 – 269 of the 2022 Act Explanatory Notes: <https://www.legislation.gov.uk/id/ukpga/2022/46>

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General information

Purpose and scope of consultation

The policy decision to make the changes contained in the Renewals Provisions was consulted on³ and established by the 2022 Act. **It does not form part of this consultation.**

This consultation relates to the Draft Regulations which make saving and transitional provision. The intention of these regulations is to:

- Deliver a clear transition between the valuation frameworks for tenancies that will have reached the point *where a renewal or termination may be sought*⁴ when the Draft Regulations are made; and minimise litigation on which regime applies to them. We refer to these tenancies below as “**Live Tenancies**”; and
- Avoid the risk of landlords having to repay rent already received for periods before the Renewals Provisions come into force (when the market valuation model applied), as a result of the change made by the Renewals Provisions to the “no network” model. We refer to this below as the “**Backdating Issue**”.

This is a technical consultation. Views are not sought on the aims outlined above, but on whether the saving and transitional provisions in the Draft Regulations give effect to them.

Consultation details

Issued: 7 May 2025

Respond by: 2 July 2025

Enquiries to:

For the attention of: Barrier Busting Task Force
Department for Science, Innovation and Technology
100 Parliament Street

London

SW1A 2BQ

³ [Access to land: consultation on changes to the Electronic Communications Code - government response - GOV.UK](#)

⁴ For the purposes of this consultation, “Live Tenancies” therefore mean tenancies that have reached or passed a date where – as appropriate - (i) under the 1954 Act, a section 25 notice or section 26 request may be served; or (ii) under the 1996 Order, an Article 6 notice or Article 7 request may be served.

United Kingdom

Email: PSTIconsultation@dsit.gov.uk

Consultation reference: PSTI 2022 Renewals Consultation

Audiences:

We welcome responses from interested individuals and organisations from across the UK.

Given the focus of the consultation, we consider it to have particular relevance to telecommunications operators and landlords who are currently parties to an agreement conferring Code rights that is regulated by either the 1954 Act or the 1996 Order.

Territorial extent:

The measures being consulted on would only apply in England, Wales and Northern Ireland.

How to respond

We invite you to submit responses to the questions in this consultation by 23.59 on 2 July 2025. You can submit your responses in writing, either electronically or by post.

Email to: PSTIconultation@dsit.gov.uk

Write to:

For the attention of: Barrier Busting Task Force
Department for Science, Innovation and Technology

100 Parliament Street

London

SW1A 2BQ

United Kingdom

When responding, please state whether you are responding as an individual or representing the views of an organisation.

Your response will be most useful if it is framed in direct response to the questions posed, though further comments and evidence are also welcome.

Confidentiality and data protection

Information you provide in response to this consultation, including personal information, may be disclosed in accordance with UK legislation (the Freedom of Information Act 2000, the Data Protection Act 2018 and the Environmental Information Regulations 2004).

If you want the information that you provide to be treated as confidential please tell us, but be aware that we cannot guarantee confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not be regarded by us as a confidentiality request.

We will process your personal data in accordance with all applicable data protection laws. See our [privacy policy](#).

We will summarise all responses and publish this summary on [GOV.UK](https://www.gov.uk). The summary will include a list of names or organisations that responded, but not people's personal names, addresses or other contact details.

Quality assurance

This consultation has been carried out in accordance with the government's [consultation principles](#).

If you have any complaints about the way this consultation has been conducted, please email: PSTIconsultation@dsit.gov.uk.

Background

The Code, the 2022 Act and the Renewals Provisions

The Electronic Communications Code

The rights of telecommunications operators and infrastructure providers to install and keep their apparatus on public and private land are regulated in most cases by the Electronic Communications Code⁵ (“**Code Rights**”). Code Rights can only be exercised in accordance with the terms of an agreement reached between the operator and site provider, or by an order imposed by the court.

The Product Security and Telecommunications Infrastructure Act 2022

Part 2 of the 2022 Act introduced a range of reforms intended to support the deployment of telecommunications infrastructure, to promote the effective use of existing apparatus and to facilitate consensual negotiations between operators and site providers. Most provisions have now been brought into force.

The Renewals Provisions are targeted at differences in the way the financial terms of agreements conferring Code rights are assessed under the 1954 Act and the 1996 Order when compared with how they are assessed under the Code.

How financial terms are assessed under the Code

Part 2 of the Code provides the framework against which the terms of new agreements can be negotiated or imposed by the courts. This framework includes:

- a “no network” valuation model; and
- compensation provisions.

Part 5 includes a process for parties to seek the termination or renewal of a Code agreement once it expires. The financial provisions contained in Part 2 of the Code also apply to orders imposed under Part 5.

The 1954 Act and the 1996 Order

Assessment of financial terms in cases where the Code *does not* apply

The Renewals Provisions relate to agreements that are excluded from renewal under Part 5 of the Code. These are leases covered by Part 2 of the 1954 Act in England and Wales and business tenancies covered by the 1996 Order in Northern Ireland.

⁵ Schedule 3A to the Communications Act 2003.

The rent for a renewal lease regulated by the 1954 Act or the 1996 Order is currently assessed on a “market valuation” model, rather than the Code’s “no network” model. A “no network” assessment excludes value generated by use of the land for telecoms purposes from any market value assessment. The 1954 Act and 1996 Order also differ from the Code in that they do not include the same compensation provisions.

In addition to assessing the rent that should be payable under the terms of a new agreement, when dealing with renewals cases, the courts may also assess an “interim” or “varied” rent for certain periods

Interim / varied rents

Both the 1954 Act and the 1996 Order currently provide that a lease continues until it is terminated in accordance with the legislation.

In certain circumstances the Lands Tribunal and the courts can impose an “interim” or “varied” rent until the continuing lease is terminated.

An interim or varied rent may be higher or lower than the rent payable under the terms of the continuing lease.

In imposing an interim or varied rent, the court may order that it should apply not from the date on which the order is made, but from a date in the past.

In these circumstances, rent may already have been paid in accordance with the financial terms of the continuing lease for the period between the date from which the interim / varied rent begins and the date on which the order is made.

If that is the case, and the interim / varied rent is imposed at a different amount to that provided for by the continuing lease, either the landlord or tenant will be required to pay the difference.

Assessing an interim / varied rent

The assessment of an interim / varied rent works differently in England and Wales, and Northern Ireland.

England and Wales and the 1954 Act

The default position is that interim rent should be the same as the rent payable under the terms of the new lease. A different amount may be imposed by the courts, but this is subject to the landlord or tenant producing evidence that satisfies the court that this is warranted⁶. The 1954 Act also prescribes the period for which an interim rent is payable.

⁶ The landlord or tenant must show the court that the interim rent differs substantially from the rent the court would impose under the terms of the new lease using the relevant valuation model in the 1954 Act.

Northern Ireland and the 1996 Order

There is no direct link between the amount of any varied rent that the court may impose and the rent under the new tenancy⁷. Instead, the court may vary the rent payable under the tenancy to such an amount as it considers proper in all the circumstances. The 1996 Order does not prescribe a date from which an interim / varied rent can start, but the court may order that it should be payable from a date in the past.

⁷ Where the lease is continuing pending determination by the Lands Tribunal under Article 11 of the 1996 Order.

Bringing the Renewals Provisions into force

This section sets out the context for the savings and transitional provisions.

“Live Tenancies” – assessment of rents

As explained in the Background section, the Renewals Provisions are intended to ensure that the method for calculating rents is more consistent across the UK. Commencing the Renewals Provisions without any saving provision would achieve this by applying them to any tenancy whose terms are determined after the date on which the provisions come into force.

However, adopting this approach could:

- give rise to uncertainty as to which valuation regime applies to Live Tenancies;
- mean that the applicable valuation regime depends on the date a case is heard, and;
- lead to possible evidence issues in respect of Live Tenancies listed for hearing when the Renewals Provisions come into effect.

The Draft Regulations therefore include savings provisions to ensure a clear transition between the 2 regimes in relation to Live Tenancies, and to minimise litigation on questions relating to which regime applies to them.

The Draft Regulations provide that the Renewals Provisions do not apply to Live Tenancies for which a notice has been served⁸ seeking the termination or renewal of the lease, and when the date specified in that notice⁹ (the “**relevant date**”) falls before the date on which the Renewals Provisions come into force. For those tenancies, the current regime under the 1954 Act and the 1996 Order will continue to apply: rent under a new lease on renewal will be calculated on the open market rather than the no network basis, and no compensation provision will be available.

The Renewals Provisions **will** apply in all other cases, including those where a notice is served before the provisions come into force, but the date specified in the notice falls after that date.

This approach addresses the issues listed above, while ensuring that the method of calculating rent in renewal agreements is more consistent across the UK for as many tenancies as possible.

⁸ Providing the notice has been served in accordance with the relevant requirements applicable to the notice (as contained in either sections 25 or 26 of the 1954 Act, or Article 6 or 7 of the 1996 Order).

⁹ In this context, the date specified means the date given in a section 25 or Article 6 notice for the tenancy to end, or the date given in a section 26 or Article 7 notice for the new tenancy to begin. For the purposes of this consultation, we refer to this as the “relevant date”.

Interim / varied rents – the Backdating Issue

The Backdating Issue

As explained above, an interim or varied rent imposed under the 1954 Act or the 1996 Order may be higher or lower than rent that has been actually paid during the statutory continuation of the lease¹⁰.

In the context of the Renewals Provisions, the Backdating Issue refers to any requirement for a landlord to repay rents received for past periods *as a direct consequence of the change to the valuation model*.

England and Wales

Under the 1954 Act, once the Renewals Provisions come into force, where rent under a new agreement is assessed on a “no network” basis, the default position will be for interim rent to mirror this no network assessment. This could lead to landlords who have received interim rent based on a market value assessment being required to repay sums in rents received, giving rise to the **Backdating Issue**.

Although the court can deviate from the default position in certain circumstances¹¹, the backdating issue would only be mitigated if the parties produced evidence to the satisfaction of the court that this is warranted.

Northern Ireland

As explained, the 1954 Act default position does not apply under the 1996 Order. Instead, the court considers what is proper in all the circumstances in assessing any rent variation. However, to the extent that this assessment could take account of the change to the no network valuation model, it could give rise to a lower varied rent being imposed and the Backdating Issue arising.

Interim rent under the Draft Regulations

Careful consideration has been given to the implications of the Renewals Provisions for interim / varied rents and the Backdating Issue.

We have concluded that the risk of landlords being required to repay sums in rents received *as a direct consequence of* the Renewals Provisions should be avoided for any period *up to the date* on which the Renewals Provisions come into force. Otherwise, the Renewals Provisions could lead to disproportionate outcomes for individual landlords, given the potential length of interim rent periods and their application to a date in the past.

¹⁰ See the ‘Interim / varied rents’ section, which explains how leases continue under the statutory frameworks.

¹¹ See FN 6

For rents received during *subsequent periods*, it will be clear to landlords that interim / varied rent will be based on a “no network” valuation in line with the 1954 Act and 1996 Order as amended by the Renewals Provisions.

This approach means that in some cases the total amount of interim rent may involve 2 separate figures (where part of the interim rent period falls before the date on which the Renewals Provisions come into force, and part of the interim rent period falls after that date). However, dual assessments may already be needed under the existing regime¹². This approach addresses the Backdating Issue, without creating a situation that encourages either party to prolong negotiations or proceedings, as might be the case if – for example – interim rent remained assessable on a market value basis.

¹² For example: if a party is able to demonstrate to the court that rent during an interim rent period is substantially different than that which will be payable under the terms of the new agreement.

Draft regulations: commentary and consultation questions

Section 1 - Live Tenancies - Assessment of Rents

Regulation 2 commences the Renewals Provisions from a coming into force date. This date will be specified within the regulations themselves. This means that after the coming into force date, the amendments made to the 1954 Act and the 1996 Order by the Renewals Provisions will apply to a relevant lease, unless a saving or transitional provision disapplies a particular case.

Our intention is to ensure that the Renewals Provisions do not apply in cases where a notice¹³ has been served seeking a renewal or termination, and the "relevant date"¹⁴ falls before the Renewals Provisions come into force.

England and Wales

Regulation 4 exempts leases in England and Wales where a notice has been served under section 25 or section 26 of the 1954 Act and the relevant date falls before the date on which the Renewals Provisions come into effect¹⁵.

1. **Do you agree / disagree that Regulation 4 gives effect to the aim of providing a clear transition for Live Tenancies between the valuation frameworks when the Renewal Provisions come into force in England and Wales?**

Northern Ireland

Regulation 7 exempts leases in Northern Ireland where a notice has been served under Article 6 or Article 7 of the 1996 Order and the relevant date falls before the date on which the Renewals Provisions come into effect.

2. **Do you agree / disagree that Regulation 7 gives effect to the aim of providing a clear transition for Live Tenancies between the valuation frameworks when the Renewals Provisions come into force in Northern Ireland?**

¹³ Providing the notice has been served in accordance with the requirements of section 25 or 26, or Article 6 or 7 (as applicable).

¹⁴ See FN 9

¹⁵ In all cases where the draft regulations currently refer to the "coming into force date", or "the day before the coming into force date", the relevant dates will be expressly stated in the final regulations.

Section 2 - Interim / Varied Rents

Under the interim / varied rent regimes, the courts have powers to order that rent should be payable at a different amount for past periods than the amount that was actually paid.

Our intention is to ensure that the assessment of interim rent for periods prior to the date on which the Renewals Provisions come into force is not affected *by the changes made to the valuation framework in the 1954 Act and the 1996 Order*.

England and Wales

For cases where Regulation 4 applies, meaning rent payable under the new lease will be assessed on a market value, the current system for assessing interim rent under the 1954 remains unaltered.

Regulation 4 does not apply if the date specified in a notice seeking the termination or renewal of a lease falls after the coming into force date of the Renewals Provisions.

In such cases, there may be circumstances where an application is made for interim rent that will include a period prior to the date on which the Renewals Provisions come into force.

In these cases, if the rent payable under the new lease is assessed on a "no network" basis, in the absence of transitional provisions, the default position would be that interim rent should be that amount.

This gives rise to the risk of landlords having to repay rents received specifically because of the Renewals Provisions.

Regulation 5 avoids this by making transitional provision in cases where Regulation 4 does not apply, an interim rent application has been made, and the start of the interim rent period falls before the date on which the Renewals Provisions come into force (meaning part of the interim rent period falls before that date).

In such cases, for the period prior to the date on which the Renewals Provisions come into force, the current position of calculating interim rent on the old "market value" model is maintained. When calculating interim rent for periods from the date on which the Renewals Provisions come into effect, the amendments made by the Renewals Provisions to the interim rent assessment will apply, meaning the "no network" model will be relevant to the assessment and compensation provision may be available.

- 3. Do you agree / disagree that the Draft Regulations make clear that, where Regulation 4 applies, the calculation of interim rent is unaffected by the amendments made by the Renewals Provisions?**
- 4. Do you agree / disagree that the Draft Regulations make clear that where Regulation 5 applies, the calculation of interim rent is unaffected by the**

amendments made by the Renewals Provisions for periods prior to the date on which they come into force?

- 5. Do you agree / disagree that Regulations 4 and 5 address the Backdating Issue, and will ensure landlords are not required to repay rents received for periods prior to the Renewals Provisions coming into effect as a direct result of these changes?**
- 6. Do you agree / disagree that the Draft Regulations make clear that where Regulation 5 applies, the Renewals Provisions will be relevant to the calculation of interim rent for periods after the date on which they come into force?**

Northern Ireland

The court can impose a varied rent at such an amount and for such periods (including past periods) as it considers proper in all the circumstances.

For cases where Regulation 7 applies, meaning rent payable under the new lease will be assessed on a market value, the current system for assessing the varied rent under the new lease remains unaltered.

Regulation 7 does not apply if the date specified in a notice seeking the termination or renewal of a lease falls after the coming into force date of the Renewals Provisions.

In such cases, there may be circumstances where the court is considering making an order varying the amount of rent payable under the tenancy from a date in the past which precedes the date on which the Renewals Provisions come into force.

If in making its assessment the court took into account that, as a consequence of the Renewals Provisions, rent for the new lease under the 1996 Order will be assessed on a "no network" basis, this gives rise to the risk of landlords having to repay rents received specifically because of the Renewals Provisions.

Regulation 8 avoids this by making transitional provision in cases where: the tenancy is continued by Article 11 of the 1996 Order; regulation 7 does not apply; a relevant notice has been served; and the court is considering making an order varying the payable rent for past periods.

In such cases, to the extent that any order the court makes varying the payable rent for past periods might be affected by the valuation model for the rent under a new tenancy, regulation 8 provides that the amendments made to that valuation model by the Renewals Provisions will not apply for any payable period prior to their coming into force.

- 7. Do you agree / disagree that the Draft Regulations make clear that, where Regulation 7 applies, any variation of rent for past periods will be unaffected by the amendments made by the Renewals Provisions?**

8. Do you agree / disagree that the Draft Regulations make clear that where Regulation 8 applies, any variation of rent for past periods will be unaffected by the amendments made by the Renewals Provisions for periods prior to the date on which they come into force?
9. Do you agree / disagree that Regulations 7 and 8 address the Backdating Issue and will ensure landlords are not required to repay rents received for periods prior to the Renewals Provisions coming into effect as a direct result of these changes?
10. Do you agree / disagree that the Draft Regulations make clear that where Regulation 8 applies, the Renewals Provisions may be relevant to any variation of rent for periods after to the date on which they come into force?

Section 3 - Supplementary Questions

These questions relate to cases potentially affected by the Renewals Provisions and the Draft Regulations.

Any information you are able to provide us with relating to the following will assist us with parallel work underway relating to court applications and procedures¹⁶.

Since the commencement date for the Renewals Provisions is still to be determined, we are requesting numbers as at the date of your response, but are aware the position may have altered by the date the provisions come into force.

11. Estimated numbers (where applicable) of any Live Tenancies¹⁷ to which you are a party.
12. Estimated numbers (where applicable) of any Live Tenancies to which you are a party and to which Regulation 4 or 7 would not apply, if the Renewals Provisions came into force on the date of your response.
13. Numbers of any leases to which you are a party that are potentially affected by the Renewals Provisions, but that have not yet reached the point at which a request for termination / renewal can be made.

¹⁶ This parallel work includes preparing for the implementation of section 65 of the 2022 Act, which will involve the transfer of jurisdiction for 1954 Act cases from the county court to the Lands Tribunal.

¹⁷ As per FN 4, "Live Tenancies" for the purposes of this consultation mean tenancies that have reached or passed a date where – as appropriate - (i) under the 1954 Act, a section 25 notice or section 26 request may be served; or (ii) under the 1996 Order, an Article 6 notice or Article 7 request may be served.

Next steps

Following this consultation, we will determine whether the Draft Regulations require any amendment to give effect to our intended aims. We expect to publish a response to this consultation later this year, and to make regulations bringing the Renewals Provisions into effect shortly afterwards.

This consultation is available from: www.gov.uk/government/organisations/department-for-science-innovation-and-technology

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