



September 29, 2026

Via Electronic Mail – peter.doyle@faa.gov

Mr. Peter Doyle
Regional Compliance Program Manager
FAA Northwest Mountain Region, Airports Division
2200 S. 216th Street
Des Moines, Washington 98198

RE: Centennial Airport (APA) Part 13 Determination

Dear Mr. Doyle:

The Aircraft Owners and Pilots Association (“AOPA”) writes in support of the Request for Reconsideration submitted on September 11, 2026, by the Centennial Airport Pilots Association of the FAA’s August 20, 2026, determination (“Determination”) regarding Denver JetCenter’s (“DJC”) sudden increase in monthly hangar rates from \$660 to \$1,200.

We respectfully ask that the FAA request and examine the cost, revenue, lease, and occupancy documents that allegedly support the claims by the Sponsor and DJC that: (1) rental rates have historically remained below market value; (2) the \$660 rate did not cover the operating costs for the hangars; and (3) there is “strong demand” at \$1,200 despite the fact hangars remain empty after a third of prior tenants left—precisely because they could not afford the increase. Only after obtaining and examining these documents can the FAA reach a full and fair determination.

We also want to thank you for your August 28, 2026, email response to our questions about the Determination, and to provide our perspective on those answers. We know that reconsidering a prior determination is not easy or generally favored, but we urge the FAA to do so in this instance.

At the outset, we note that Complainants did not ask the FAA to “undertake an independent rate-setting exercise,” “appraise hangars,” or to determine what the rent should be at Centennial. Instead, Complainants asked the FAA to investigate because: (1) Sponsor allowed the massive increase to the rates overnight; (2) DJC refused to engage with the tenants (or AOPA), and neither DJC nor the Sponsor provided any evidence for the alleged need to essentially double the rent; and (3) the publicly known facts regarding hangar rents at nearby airports, and the current vacancies at Centennial, directly refute the explanations provided for this massive rent increase.

The FAA should therefore conduct a full investigation to determine whether the claims by the Sponsor and DJC that underlie this massive rent increase are supported by any reliable evidence, despite what the publicly known facts show. Other sponsors and service providers are closely watching the FAA’s actions with this complaint, and AOPA has reason to believe that if a full investigation is not undertaken here, many other airports will soon see similar rent increases.

Complainants Met Their Burden for a Full Part 13 Investigation by the FAA

Chapter 5 of FAA Order 5190.6C, Airport Compliance Manual, states that “[t]he role of the Region or ADO is to determine the facts,” and *directs the FAA to obtain additional evidence* where a party’s statements are unsupported or unclear or where the parties’ accounts “vary greatly.” Order at p. 5-10. A complainant’s obligation is the threshold one of providing “sufficient factual information to support the allegation(s).” Order at p. 5-8. The Complainants clearly met that threshold, as the Determination itself acknowledges in finding that the complaint “raises issues worthy of examination.” Under the Order, that is where an investigation begins—not ends.

The Order also notes that under Grant Assurance 26, a sponsor must make all airport records available to the FAA on request—the very authority Complainants lack. In other Part 13 complaints, under similar circumstances, AOPA has seen and has experience with Regional Compliance Managers requesting numerous documents and detailed answers in writing from other sponsors. We respectfully believe that the same approach should be followed here.

FAA’s Determination Raises Serious Concerns About the Approach Followed

As we read the Determination and the FAA’s August 28, 2026, response, the FAA appears to have faulted Complainants for not producing “a detailed economic analysis, cost analysis, market study, or other substantive evidence” showing DJC’s new rate to be unreasonable, while at the same time accepting the explanations from the Sponsor and DJC without the corroborating evidence that the FAA’s own guidance requires. If that allocation of proof becomes the new operating standard for informal complaints, then as a practical matter no airport user will likely ever substantiate a rates and charges complaint; *not* because such complaints lack merit, but because the evidence needed to prove them is, in nearly every case, held exclusively by the sponsor and its service provider. Under that framework, unverified assertions by a sponsor or service provider would be sufficient to defeat any complaint, and Grant Assurances 22 and 24 would become effectively self-certifying. Informal complaints on rates and charges would generally serve no purpose.

Indeed, the facts that determine whether an aeronautical rate is fair and reasonable are found in internal business records: cost accounting for the specific facility, revenue actually collected, capital investment and what remains unrecovered, lease and revenue-sharing terms, hangar occupancy records, and any market or appraisal analysis the service provider or sponsor relied upon to set the new rate. A tenant, or an association of tenants, has none of this information. Complainants in a Part 13 proceeding have no discovery process and no subpoena power to compel a sponsor or FBO to share records. Here, DJC declined tenant and stakeholder requests for its financial justification, and the “supporting documentation” the Sponsor says it obtained from DJC has never been shared with the Complainants or, so far as the record shows, produced to the FAA.

FAA Should Not Accept Respondents Unsupported Claims and Demand Evidence

We fail to understand why the FAA has not followed its usual approach in this matter, as provided in Order 5190.6C, of asking the Sponsor to provide the documentation necessary to substantiate its own assertions that allegedly support the decision to essentially double the hangar rents.

Whether the former \$660 rent was genuinely below market, whether it failed to cover the cost of operating 46 unheated metal T-hangars, and whether real demand exists at \$1,200 are all answerable questions—but only from records maintained by DJC and the Sponsor. The publicly observable facts point the other way: comparable Denver-area T-hangars rent for roughly \$450 to \$475 at BJC and \$458 at CFO; one-third of the hangars (15 of 45) at Centennial were vacated when the rate took effect; the waitlist fell from 108 to 64; and—as a significant red flag—only one replacement lease was in place two months later. Complainants brought forward what they could obtain, and only the FAA can and should obtain the rest.

The unfortunate consequence of the logic applied in the Determination is a closed loop where Complainants are told their allegations fail for want of cost and market evidence, but the only reasonably available cost and market evidence that exists is in the possession of the parties whose conduct is being questioned, and those parties have no obligation and no incentive to share it. Indeed, the Sponsor has a financial incentive to have the rents at Centennial be as high as possible as it will obtain additional income from the massive increase in rents—yet another reason for the FAA to require the Sponsor and DJC to submit the evidence that allegedly supports their claims.

Conclusion

AOPA respectfully requests that the FAA grant Complainants' Request for Reconsideration and obtain the cost, revenue, lease, and occupancy records necessary to determine whether the increased rents comply with the Sponsor's federal obligations. This type of information is necessary to reach a fair decision in this matter, and it will not lead to having the FAA set hangar rates. Instead, a full investigation will show either that the Sponsor and DJC had a reasonable basis to double the hangar rates, or that they lacked a reasonable basis for such an increase.

Moreover, as previously mentioned, AOPA understands that other airports are watching this complaint closely and, if the FAA does not conduct a full investigation here, we are concerned that many other airports will see similar massive increases in rent—free from any concern by the sponsors that they will ever have to justify to anyone their claimed financial “need” to raise the rents, despite the negative and potential disparate impact that the new rates will have on many airport users. We would welcome the opportunity to discuss this matter with you.

Respectfully submitted,

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cc: Michael Helvey - FAA, Director, Office of Airport Compliance and Management Analysis