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Real Estate

Q & A

All Satellite Dishes Are Not Created Equal

Q I live in a co-op, and I asked if I could install a satellite dish outside my window. There are several apartments in the back of the building that have dishes installed, but I was turned down by the board because my apartment is in the front of the building. Is this a valid reason?

A Andrew Brucker, a Manhattan co-op lawyer, said that while the federal Telecommunications Act of 1996 requires landlords — including co-op boards — to permit the installation of satellite dishes, “it only applies to tenants who have exclusive use and control over space outside the building, such as those with a balcony.” ..

Mr. Brucker noted that the typical proprietary lease gives the shareholder the right to use specified areas, usually the interior of the apartment, as set forth in the lease and the house rules.

“It does not automatically give the shareholder exclusive rights to use areas outside of the apartment,” he said.

In fact, Mr. Brucker said, in recent cases in New York, the courts have held that a satellite dish (or any other item) that protrudes into the airspace outside the window is not within the premises covered by the proprietary lease.

“The fact that the board permits some dishes but not others comes within the business judgment rule, which basically states that the courts will not second-guess a board’s decision unless the decision is made in bad faith,” Mr. Brucker said. “And it would seem to me that allowing them in the back of the building but not the front is a good decision, since having them in front certainly would detract from the aesthetics of the building.”

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