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HILL WALLACK

ATTORNEYS AT LAW

202 Carnegie Center
Princeton, New Jersey 08543-5226
Telephone: (609) 924-0808
Fax: (609) 452-1888

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Ronald L. Perl
Writer's Direct Dial: (609) 734-6349
E-mail Address: rpl@hillwallack.com

Community Association Practice Group
Ronald L. Perl
Michael S. Karpoff
Terry A. Kessler
Daniel M. Murphy
James P. Manahan
Elizabeth A. Kielblock
Rosemary Culcasi
File No.: 99999\0308\402568.

February 16, 1999

Magalie Roman Salas, Esq.
Secretary
Federal Communications Commission
Portals, TW-A325
445 12th Street, S.W.
Washington, D.C. 20554

Re: In the Matter of
Implementation of Section 207 of the
Telecommunications Act of 1996
Restrictions on Over-the-Air Reception Devices;
Television Broadcast, Multichannel Multipoint
Distribution and Direct Broadcast Satellite Services
(CS Docket No. 96-83)

Dear Ms. Salas:

Enclosed is an original and fourteen (14) copies of our Support to the Petition for Reconsideration filed by the Community Associations Institute in the above-captioned proceeding.

This document was electronically filed on February 16, 1999.

Very truly yours,


RONALD L. PERL

/rps
Enclosures

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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)
Implementation of Section 207 of the)
Telecommunications Act of 1996) CS Docket No. 96-83
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Restrictions on Over-the-Air Reception Devices:)
Television Broadcast, Multichannel Multipoint)
Distribution and Direct Broadcast Satellite)
Services)

SUPPORT FOR PETITION FOR RECONSIDERATION

The undersigned hereby files this Support for the Petition for Reconsideration ("Petition") filed by the Community Associations Institute ("CAI") in the above-captioned proceeding on December 18, 1998. The following is submitted in support of the Petition for Reconsideration.

I. INTRODUCTION AND SUMMARY

1. The CAI Petition seeks to reinstate sub-section (h) to the OTARD rule so that tenants within community associations would be required to obtain the landlord's consent as a condition for the installation of antennas on leased exclusive use area property. The Petition for Reconsideration has, to date, resulted in opposition by the United States Satellite Broadcasting Company, Inc. and WinStar Communications, Inc. The purpose of this submission in support of CAI's petition is to refute some of the factual and legal assumptions underlying the opposition.

II. THE SECOND REPORT AND ORDER AND ORDER IMPAIRS THE RIGHTS OF COMMUNITY ASSOCIATIONS TO PROTECT ASSOCIATION PROPERTY.

2. The opposition contends that community associations are protected by the State Landlord-Tenant Law which addresses liability issues arising from damage to leased property. That assumption is factually and legally incorrect. The State Tenant-Landlord Law addresses the relationship between landlords and tenants. In the jurisdictions in which this law firm practices, the relationship between tenant and community association is not the subject of those statutes. On the other hand, the association's relationship, with respect to any unit, is with the owner/landlord. The association is not the beneficiary of the security deposit in a landlord/tenant relationship. The association has no way of knowing when, in fact, the security deposit is released to the tenant and the landlord is under no obligation to consult with the association in regard to the release. Associations are often unaware when a particular tenant vacates the unit. Many associations struggle to keep up-to-date lists of tenants and often have great difficulty in obtaining the requisite information from the landlords. Thus, the relationship between community associations and tenants

of unit owners is tenuous at best. In order for the interest of community associations to be protected, the involvement of landlords in terms of consenting to the placement of antennas in joining indemnification agreements is required.

3. In the opposition filed by the United States Satellite Broadcasting Company, Inc., USSB asks why damage caused by antenna installation is different from any other type of tenant inflicted damage for which a landlord could recover from a tenant the cost of repair. In most situations, the tenant-inflicted damage will occur within the confines of the living unit; with regard to damage inflicted in connection with antenna installation or maintenance, the damage may occur to limited common property, or even general common property, or the property of a neighboring unit owner. Thus, it is not so much the ability of landlords to recover, but rather the ability of third parties to protect their interests from damage caused by antenna installation, maintenance or removal. As stated above, the landlord-tenant statutes do not deal with these situations and do not provide adequate security to the association or other unit owners.

III. CONCLUSION

It is respectfully submitted that the FCC could require landlord permission for the installation of antennas in the context of community associations. It could provide that landlords may require reasonable, additional security not contemplated by State Law.

Respectfully submitted



Ronald L. Perl, Esq.
Hill Wallack
Attorneys at Law
202 Carnegie Center
Princeton, NJ 08543