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ARE SATELLITE DISHES CONSIDERED MOVABLE OR IMMOVABLE?

It is of paramount importance to address all the necessary fixtures and fittings at the time the sale agreement is concluded to avoid future disputes and to have a true reflection of both parties' intentions. A fixture is a movable item that becomes part of immovable property by affixing it to the property by virtue of attachment. The following principles apply to determine whether an object is a fixture or a fitting, namely:

1. Does the specific object have the character of being part of the property?
2. Has the object been attached to the property by physical connection?
3. Is it the intention of the current owner that the object should belong permanently to the property?

A satellite dish can be removed from the property easily as it is capable of being installed functionally elsewhere. Our law does not specifically regulate whether a satellite dish is regarded as a fixture or a fitting. It is therefore important to address this fact contractually to avoid future disputes. At the time the sale agreement is concluded, the estate agent must establish whether it is the intention of the seller to remove the satellite dish or not. Should the seller wish to remove the same, this must be disclosed clearly in the sale agreement by the seller to the purchaser. The parties must therefore ensure that the sale agreement specifically regulates the fact that the satellite dish is excluded from the sale agreement.

It is evident from the above that it is possible that both the seller and purchaser have grounds to argue that a satellite dish is either movable or immovable. It is therefore of utmost importance to address certain fixtures and fittings in the sale agreement, which could otherwise lead to potential disputes and litigation.