



Corona Cancellations

**Weddings, Pesach Rentals, Abandoned Apts.,
and Lease Discounts**

[#83]

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Video Transcription

The hot topic these days is coronavirus, questions about cancellations and money matters across the whole spectrum. We've had many questions like this coming up and I want to give one to two videos specifically on this topic, before we get back to the regular videos that we've been doing.

There have been questions about vacation (including Pesach) rentals in Florida and Eretz Yisrael, home leases, people who left their homes couldn't get back, Pesach programs, cancelled events, weddings, bar/bas mitzvahs, caterers, musicians, as well as questions about tuition for schools, playgroups, yeshivas and seminaries. All of these are cases that have been coming up and have been affected and we'll try and get to all or most of them.

Today, we're going to try and speak about the cases of land, where it has to do with a rental of something, as opposed to the next case or video we'll try and do, when it comes to payment of workers or teachers and the like.

I'd like to start with a small practical introduction to the subject and that is that whenever you're dealing with a case that involves two or more parties, we can't give a halacha specifically to tell you what to do. Why is it like that? We can't give you the halacha when only one side has given over their argument. We always need to hear the second side when it comes to two people. This is because the second side may have their version of the story and, therefore, the *Dayanim* and *Poskim* must hear both sides. That is what's going to happen in many of these cases if they are not settled between the two parties themselves (which is recommended if possible) without going to a Rav or Beis Din.

Therefore, what we can do now is give you the guidelines and the tools for how to approach these cases in an educated manner, so that you know what is going on and what you can give as a *ta'anan*, if you have a case of whether you're owed or not, and then properly approach the other side, or the *Rabbanim / Beis Din*, if that comes to that point.

Another very important point, it's very important to keep peaceful relations and not rush into it quickly where it would cause a fight. Of course, that is not the *ratzon* Hashem. Hashem does not want us to be having fights over these things. Even though it is important and a person is owed their money and they work for it, it is important not to make any *machlokes*. That's another reason why it's important to speak to a *Rav* or someone that you go to for guidance, in order to approach the situation properly and in good manner, as well as to prevent making, *chas v'shalom*, a *chilul* Hashem in dealing with these matters, as everyone is in a very antsy mode. You don't know what people have been going through the last few months and people are very nervous due of the situation at hand.

With that introduction, we want to go further and explain today's cases. One thing is, that in all of these cases, many people say, "this is unprecedented", "it's never happened before". However, it's simply just not true. In the past it has happened. We have had pandemics and great *Rabbanim* of the past generations have dealt with these cases, so it's just a manner of applying those cases to our current situation.

All of the *halachos* we're saying today come from the Business Halacha Institute, as well as the Bais HaVaad le'Halacha, as well as *Poskim* in Eretz Yisrael (including Rav Asher Weiss shlit"א) who *paskened* for some of the cases in Eretz Yisrael of people who left and couldn't get back.

The first thing we have to discuss is cases of contractual agreement, when both sides are obligated to follow through until the end of the contract. In *Shulchan Aruch*, it says it depends if the case was foreseeable or unforeseeable. If on both sides, it was foreseeable or unforeseeable, then both sides would actually suffer the consequences equally. In a case where it was foreseeable from one side, and they knowingly got themselves into the situation, then they would actually have to suffer the loss, because they knew when they got themselves into it.

There is one thing called *makkas medinah*, or *Force Majeure*, or referred to in some legal documents an Act of G-d, which could override cases of contractual agreement. *L'halacha*, it's not an obligation for such a clause of *makkas medina/Force Majeure* to be inside of the contract and it must be assessed on a per-contract basis as well by the Rav or Beis Din reviewing the case.

Now, let's get to the cases. One case is, a person had a business and he had to stay closed because he was non-essential. Now he wants a deduction of paying his rent to his landlord. Until now, it would be a *makkas medinah* and they would actually split the losses, like we mentioned above. However, going forward, it is a *machlokes haposkim* of whether or not he can terminate the contract.

Getting to a Pesach rental or a house rental, it depends as follows. In a case let's say, where a person is already staying in a house, let's say a person was currently renting a house, and *chas v'shalom*, he died, and there's an obligation for him to pay rent until the end of the year, so the question is whether or not he gets his money back, because there's no one to live in the house. In such a case, it is a *machlokes haposkim*. If he already prepaid to the landlord, then the landlord would be a *muchzik*, someone who is already holding the money, and we just keep the money where it is. This is because the obligation has already started, and the renter had already started living there.

However, in a case where it comes to a house rental, like a Pesach house where a person was going to move into a house during Pesach, and he just doesn't go through with the rental, whether it was in Eretz Yisrael or it was in Florida or wherever the house rental was, the *Poskim* say, he may not be obligated to pay since the rent obligation never actually started, as he never moved in to start it.

In the first case, the guy was already living there and then he died, so the money was already there, and the obligation had already started. Therefore, we say the money stays where it is. But in a case where the rental obligation never started in the first place, you never went to start with the rental, so the *Poskim* say that you would be able to get back the deposit as well as the whole amount.

Many *Poskim* also compare this to a case of where there was a wild fire through the whole city and all the city is uninhabitable. Other *Poskim* do say that in some cases, you

wouldn't be able to get back all of the money, if the type of rental is not in a vacation place. This would also be in the hands of the *Rabbanim* who are judging the case.

In a case of a wedding or simcha hall rental, it actually comes out like we said above, that since nothing started, you never started with the rental, you would not be obligated to pay. In addition, the *Poskim* say that a wedding hall is not even that you are renting the wedding hall; all you're doing is just asking them to use their wedding hall for your event to take place there. So, you would actually be able to get all your money back for the wedding/simcha hall.

In the case of those who were stuck outside of Eretz Yisrael, who ran away and went to America after/around Purim time and weren't able to come back after Pesach, you would be able to say that, hey, they already started their rental so they have to follow through and pay. In this exact case however, its a *machlokes hapsokim*. Some say that since the tenant knowingly left Eretz Yisrael amid the start of the pandemic, then they have to follow through and pay the rest of the rental agreement, because they knowingly got themselves into it and they wouldn't be able to claim that it was a *makkas medinah*.

However, the *Rabbanim* in Eretz Yisrael, specifically, in Ramat Eshkol & Sanhedria neighborhoods in Yerushalayim, they came out with guidelines that it depends whether the renters are going to come back at all. If the people are still planning on coming back, then they would pay 50 percent rent, starting from *chodesh* Iyar. However, if they are not coming back, then they would be able to completely back out, if they cleared out the *dirah* and gave back the key. ***

***Please note that these halachos are intended to inform and educate the reader/listener in general. For any specific questions which arise, it is recommended to speak over the exact case with a competent halachic authority in order to assess the halacha accordingly as any small change will greatly affect the final halacha. You can send your questions in to us as well by replying via WhatsApp to our halacha Q & A number on the group, sending an email to Ask@MoneyHalacha.com, or via our contact page at MoneyHalacha.com/contact-us

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