

Can a Landlord Ever Evict a Tenant in the Middle of a Lease?

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Question: Yankel is living in an apartment and is in the middle of a two-year lease. A fire breaks out in his landlord's house, leaving him homeless. The landlord tells Yankel to vacate the apartment because he wants to move in, but Yankel argues that he is in the middle of a lease and cannot be evicted. Who is correct?

Answer: A rental has the halachic status of a temporary sale. If someone rents a house for two years, he owns the usage of the house for those two years. The landlord cannot back out on the sale even if he has a pressing need to do so.

The Yerushalmi does mention one extreme case where a landlord used his property as a *mashkon* for a loan and if he can't evict the tenant he will lose his entire property permanently. In that specific case, the Yerushalmi says that it is understood that the tenant would give up his ownership of the house to avoid the landlord from suffering this large loss, and it is permitted to evict him. That seems to be the only case where a landlord can renege on a contract.

The same thing would apply to contracts that contain an option for renewal. If it is a two-year contract with an option for a two-year renewal, the tenant has the right to use the apartment for four years, and the landlord cannot evict him prior to that time.

Question: What if the landlord sells the house in the middle of the lease and the new owner wants to void it before the renewal goes into effect? Is he allowed to do that?

Answer: A renewal option is an extension of the lease. If the tenant wants to exercise the option to renew, the new landlord is bound to the original terms. The old landlord cannot sell something that doesn't belong to him; therefore, since the tenant owns the usage of the apartment for four years, the new landlord has no right to force him to leave before the end of that term.